

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR COLLIER COUNTY, FLORIDA

JULIE GODDARD, as guardian of property  
of F.P. (the Ward),

Plaintiff,

Case No.: 2017-CA-2045

v.

FLORIDA DEPARTMENT OF CHILDREN  
AND FAMILIES, CHILDREN'S NETWORK  
OF SOUTHEAST FLORIDA, L.L.C.,  
FAMILY PRESERVATION SERVICES OF  
FLORIDA, INC. d/b/a PROVIDENCE  
HUMAN SERVICES OF FLORIDA d/b/a  
PATHWAYS HUMAN SERVICES OF  
FLORIDA, and YOUTH HAVEN, INC.,

Defendants.

---

**DEFENDANT, FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES', MOTION  
FOR LEAVE TO ASSERT CROSS CLAIM AGAINST  
CHILDREN'S NETWORK OF SOUTHWEST FLORIDA, L.L.C.**

COMES NOW the Defendant, FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES (hereinafter "DCF"), by and through its undersigned counsel and hereby moves this Honorable Court for leave to assert a cross claim against Defendant, CHILDREN'S NETWORK OF SOUTHWEST FLORIDA, L.L.C. (hereinafter "CNSF"), and as grounds therefore states as follows:

1. Defendant, DCF, throughout the course of this litigation, has forwarded various demands to Defendant, CNSF, for defense and indemnification of their damages, attorneys' fees and costs, pursuant to the contractual obligations that CNSF owes to DCF, most recently denied on May 13, 2019.

2. To date, CNSF has not satisfied their contractual obligation to DCF to defend and indemnify DCF.

3. Counsel for DCF has made every effort to have CNSF defend and indemnify them without involving the Court.

4. CNSF has settled with Plaintiff despite contractual obligations to defend and indemnify DCF. Said settlement is solely for CNSF's benefit and has not included DCF, despite CNSF's duty and obligation.

5. Therefore, DCF has been left with no choice but to move for leave to assert a cross claim against CNSF. Please see DCF's Cross Claim, attached hereto as **Exhibit 1.**

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically filed the foregoing with the Clerk of Court using the E-Filing Portal System which will send a notice of electronic filing to the following:

Richard A. Filson, Esq.  
Filson & Penge, P.A.  
2727 South Tamiami Trail  
Suite 2  
Sarasota, Florida 34239  
[eservice@filsonlaw.com](mailto:eservice@filsonlaw.com)  
*Counsel for Plaintiff*

Howard M. Talenfeld, Esq.  
Lisa M. Elliot, Esq.  
Talenfeld Law  
1776 North Pine Island Road  
Suite 222  
Plantation, Florida 33322  
[Howard@justiceforkids.us](mailto:Howard@justiceforkids.us)  
[Lisa@justiceforkids.us](mailto:Lisa@justiceforkids.us)  
[Bianna@justiceforkids.us](mailto:Bianna@justiceforkids.us)  
*Co-Counsel for Plaintiff*

Erin M. Diaz, Esq.  
Nichole Koford, Esq.  
Wicker, Smith, O'Hara, et al  
100 N. Tampa Street  
Suite 1800  
Tampa, Florida 33602  
[ediaz@wickersmith.com](mailto:ediaz@wickersmith.com)  
[NKoford@wickersmith.com](mailto:NKoford@wickersmith.com)  
[DAmezquita@wickersmith.com](mailto:DAmezquita@wickersmith.com)  
[tpacrtpleadings@wickersmith.com](mailto:tpacrtpleadings@wickersmith.com)  
*Counsel for Children's Network*

Louis Reinstein, Esq.  
Kelley Kronenberg  
8201 Peters Road  
Suite 4000  
Ft. Lauderdale, Florida 33324

[lreinstein@kklaw.com](mailto:lreinstein@kklaw.com)  
[colschewske@kklaw.com](mailto:colschewske@kklaw.com)

***Counsel for Family Preservation***

on this 17<sup>th</sup> day of June, 2019.

**Vernis & Bowling of SWFL**  
Attorneys for Fla. Dept. of Children & Families  
2369 West First Street  
Fort Myers, Florida 33901  
Telephone: (239) 334-3035  
Facsimile: (239) 334-7702  
Primary e-mail address: [wkratochvil@florida-law.com](mailto:wkratochvil@florida-law.com)  
[ygonzalez@florida-law.com](mailto:ygonzalez@florida-law.com)

By: /s/ William O. Kratochvil  
**WILLIAM O. KRATOCHVIL, ESQ.**  
FBN: 0343640

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR COLLIER COUNTY, FLORIDA

JULIE GODDARD, as guardian of property  
of F.P. (the Ward),

Plaintiff,

Case No.: 2017-CA-2045

v.

FLORIDA DEPARTMENT OF CHILDREN  
AND FAMILIES, CHILDREN'S NETWORK  
OF SOUTHEST FLORIDA, L.L.C.,  
FAMILY PRESERVATION SERVICES OF  
FLORIDA, INC. d/b/a PROVIDENCE  
HUMAN SERVICES OF FLORIDA d/b/a  
PATHWAYS HUMAN SERVICES OF  
FLORIDA, and YOUTH HAVEN, INC.,

Defendants.

---

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES' CROSSCLAIM AGAINST  
DEFENDANT, CHILDREN'S NETWORK OF SOUTHWEST FLORIDA, L.L.C.**

Defendant, FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES (hereinafter "DCF"), by and through its undersigned counsel, and pursuant to Florida Rules of Civil Procedure 1.170, hereby sues, as Crossclaim Defendant, CHILDREN'S NETWORK OF SOUTHWEST FLORIDA, L.L.C. (hereinafter "CNSF"). In support, DCF alleges as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. This is an action for damages in excess of \$15,000.00, exclusive of costs, interest, and attorneys' fees.
2. Plaintiff, F.P., filed their Complaint against DCF and others related to sexual abuse allegations. The allegations are boiler plate, the same allegations are alleged against every Defendant, and are not duties of DCF as alleged. A copy of Plaintiff's Complaint is attached as **Exhibit "A"**. DCF denies the allegations against it in Plaintiff's Complaint, but to the extent that the Plaintiff prevails or may have on their claims against DCF, DCF is entitled to recover damages from Crossclaim Defendant, CNSF.

3. At all material times, DCF is a state agency operating in Collier County, Florida.

4. At all material times, CNSF is a not for profit corporation, organized and existing under the laws of the State of Florida. Defendant, CNSF is the DCF contract lead community-based agency charged pursuant to §409.993, Florida Statutes, and its contract with DCF, with the duty of ensuring the health, welfare and safety of children in custody, operating the foster care system; and providing substitute care services to children placed in its care system, including licensing and monitoring foster homes and shelter care facilities in Collier County, Florida.

### **GENERAL ALLEGATIONS**

5. CNSF owes DCF a (1) defense and (2) indemnification of the claims brought by Plaintiff in their complaint pursuant to their contractual obligations CNSF has with DCF.

6. Section 8.a of the contract between DCF and CNSF (hereinafter "the contract") requires CNSF to defend, insure, indemnify and hold harmless DCF as follows:

8. **Provider Liability and Indemnity.** The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys' fees:

a. arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement provided; however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Provider for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Provider, its agents, employees or subcontractors.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law,

and without waiving the limits of sovereign immunity.

See **Exhibit “B”** “the contract” between DCF and CNSF.

7. DCF fully performed its obligations under the contract with CNSF.
8. DCF has notified CNSF of its claims and has demanded that CNSF honor its contractual obligations to defend and indemnify DCF against the Plaintiff's claims.

9. To date, CNSF has not agreed to defend or indemnify DCF. Therefore, CNSF is in breach of the terms of its contract with DCF.

10. The duty to defend is a different duty from a duty to indemnify, though both are owing. DCF has paid its own counsel to defend. Further, CNSF owes a duty to defend DCF under the contract. DCF has notified CNSF of its claims and has demanded that CNSF honor its contractual obligations to defend and indemnify DCF against the Plaintiff's claims.

11. **As a result of CNSF's breach of its duty and indemnity obligations under the contract, DCF has incurred damages.** Further, DCF has been required to defend itself against the Plaintiff's claims and has incurred attorneys' fees and defense costs as a result. Additionally, to the extent DCF is obligated to continue to defense itself and/or pay the Plaintiff for allegations, DCF will be further damages as a direct and proximate result of CNSF's breach of its indemnity obligations.

12. Pursuant to the terms of CNSF's contract, CNSF is responsible for DCF's damages, attorneys' fees, costs and expenses.

13. That if Plaintiff was caused to sustain the damages at the time and place as alleged in the Complaint through any negligence or want of due care, other than the negligence or want of due care on part of Plaintiff, then said damages were sustained by reason of the negligence and want of due care and/or by acts of commission or omission on part of the Cross Claim Defendant, CNSF, and/or its employees, subcontractors, vendors, agents, servants, and/or assignees.

14. DCF has satisfied any and all conditions precedent to the filing of this against CNSF.

**COUNT I**  
**Contractual Indemnification Against CNSF**

15. DCF realleges and incorporates by reference the allegations in Paragraphs 1 through 4 above as if fully set forth herein.

16. CNSF owes DCF a (1) defense and (2) indemnification of the claims brought by Plaintiff in their complaint pursuant to their contractual obligations CNSF has with DCF.

17. Section 8.a of the contract between DCF and CNSF (hereinafter "the contract") requires CNSF to defend, insure, indemnify and hold harmless DCF as follows:

8. **Provider Liability and Indemnity.** The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys' fees:

b. arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement provided; however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Provider for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Provider, its agents, employees or subcontractors.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

See **Exhibit "B"** "the contract" between DCF and CNSF.

18. DCF fully performed its obligations under the contract with CNSF.

19. DCF has notified CNSF of its claims and has demanded that CNSF honor its contractual obligations to defend and indemnify DCF against the Plaintiff's claims.

20. To date, CNS has not agreed to defend or indemnify DCF. Therefore, CNSF is in breach of the terms of its contract with DCF.

21. The duty to defend is a different duty from a duty to indemnify. DCF has paid its own counsel to defend. Further, CNSF owes a duty to defend DCF under the contract. DCF has notified CNSF of its claims and has demanded that CNSF honor its contractual obligations to defend and indemnify DCF against the Plaintiff's claims.

22. As a result of CNSF's breach of its duty and indemnity obligations under the contract, DCF has incurred damages. Further, DCF has been required to defend itself against the Plaintiff's claims and has incurred attorneys' fees and defense costs as a result. Additionally, to the extent DCF is obligated to continue to defense itself and/or pay the Plaintiff for allegations, DCF will be further damages as a direct and proximate result of CNSF's breach of its indemnity obligations.

23. Pursuant to the terms of CNSF's contract, CNSF is responsible for DCF's damages, attorneys' fees, costs and expenses.

24. That if Plaintiff was caused to sustain the damages at the time and place as alleged in the Complaint through any negligence or want of due care, other than the negligence or want of due care on part of Plaintiff, then said damages were sustained by reason of the negligence and want of due care and/or by acts of commission or omission on part of the Cross Claim Defendant, CNSF, and/or its employees, subcontractors, vendors, agents, servants, and/or assignees.

25. DCF has satisfied any and all conditions precedent to the filing of this against CNSF.

WHEREFORE, DCF demands judgment declaring that CNSF has the duty to defend and indemnify DCF in this action, and to pay all attorneys' fees and costs DCF has incurred in defense of the Plaintiff's claims, and granting such other relief this Court deems just and proper.

## **COUNT II** **Contractual Duty to Defend Against CNSF**

26. DCF realleges and incorporates by reference the allegations in Paragraphs 1 through 4 above as if fully set forth herein.

27. CNSF owes DCF a (1) defense and (2) indemnification of the claims brought by Plaintiff in their complaint pursuant to their contractual obligations CNSF has with DCF.

28. Section 8.a of the contract between DCF and CNSF (hereinafter "the contract") requires CNSF to defend, insure, indemnify and hold harmless DCF as follows:

8. **Provider Liability and Indemnity.** The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys' fees:

c. arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement provided; however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Provider for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Provider, its agents, employees or subcontractors.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

See **Exhibit "B"** "the contract" between DCF and CNSF.

29. DCF fully performed its obligations under the contract with CNSF.

30. DCF has notified CNSF of its claims and has demanded that CNSF honor its contractual obligations to defend and indemnify DCF against the Plaintiff's claims.

31. To date, CNSF has not agreed to defend or indemnify DCF. Therefore, CNSF is in breach of the terms of its contract with DCF.

32. The duty to defend is a different duty from a duty to indemnify, though both are owing. DCF has paid its own counsel to defend. Further, CNSF owes a duty to defend DCF under the contract. DCF has notified CNSF of its claims and has demanded that CNSF honor its contractual obligations to defend and indemnify DCF against the Plaintiff's claims.

33. As a result of CNSF's breach of its duty and indemnity obligations under the contract, DCF has incurred damages. Further, DCF has been required to defend itself against the Plaintiff's claims and has incurred attorneys' fees and defense costs as a

result. Additionally, to the extent DCF is obligated to continue to defense itself and/or pay the Plaintiff for allegations, DCF will be further damages as a direct and proximate result of CNSF's breach of its indemnity obligations.

34. Pursuant to the terms of CNSF's contract, CNSF is responsible for DCF's damages, attorneys' fees, costs and expenses.

35. That if Plaintiff was caused to sustain the damages at the time and place as alleged in the Complaint through any negligence or want of due care, other than the negligence or want of due care on part of Plaintiff, then said damages were sustained by reason of the negligence and want of due care and/or by acts of commission or omission on part of the Cross Claim Defendant, CNSF, and/or its employees, subcontractors, vendors, agents, servants, and/or assignees.

36. DCF has satisfied any and all conditions precedent to the filing of this against CNSF.

WHEREFORE, DCF demands judgment declaring that CNSF has the duty to defend and indemnify DCF in this action, and to pay all attorneys' fees and costs DCF has incurred in defense of the Plaintiff's claims, and granting such other relief this Court deems just and proper.

### **Count III Duty to Defend Under Insurance Agreement**

37. DCF realleges and incorporates by reference the allegations in Paragraphs 1 through 4 above as if fully set forth herein.

38. Section 9 of the contract between DCF and CNSF (hereinafter "the contract") requires CNSF to defend, insure, indemnify and hold harmless DCF as follows:

9. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.218(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the

State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

See **Exhibit “B”** “the contract” between DCF and CNSF.

39. DCF is a named insured on CNSF's liability insurance policy. See **Exhibit “C”**, Insurance Certificate.

40. DCF fully performed its obligations under the contract with CNSF.

41. DCF has notified CNSF of its claims and has demanded that CNSF honor its contractual obligations to defend and indemnify DCF against the Plaintiff's claims.

42. To date, CNSF has not agreed to defend or indemnify DCF. Therefore, CNSF is in breach of the terms of its contract with DCF.

43. The duty to defend is a different duty from a duty to indemnify, though both are owing. DCF has paid its own counsel to defend. Further, CNSF owes a duty to defend DCF under the contract. DCF has notified CNSF of its claims and has demanded that CNSF honor its contractual obligations to defend and indemnify DCF against the Plaintiff's claims.

44. As a result of CNSF's breach of its duty and indemnity obligations under the contract, DCF has incurred damages. Further, DCF has been required to defend itself against the Plaintiff's claims and has incurred attorneys' fees and defense costs as a result. Additionally, to the extent DCF is obligated to continue to defense itself and/or pay the Plaintiff for allegations, DCF will be further damages as a direct and proximate result of CNSF's breach of its indemnity obligations.

45. Pursuant to the terms of CNSF's contract, CNSF is responsible for DCF's damages, attorneys' fees, costs and expenses.

46. That if Plaintiff was caused to sustain the damages at the time and place as alleged in the Complaint through any negligence or want of due care, other than the negligence or want of due care on part of Plaintiff, then said damages were sustained by reason of the negligence and want of due care and/or by acts of commission or omission on part of the Cross Claim Defendant, CNSF, and/or its employees, subcontractors, vendors, agents, servants, and/or assignees.

47. DCF has satisfied any and all conditions precedent to the filing of this against CNSF.

WHEREFORE, DCF demands judgment declaring that CNSF has the duty to defend and indemnify DCF in this action, and to pay all attorneys' fees and costs DCF has incurred in defense of the Plaintiff's claims, and granting such other relief this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Defendant, DCF, hereby demands a trial by jury on all issues so triable.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I electronically filed the foregoing with the Clerk of Court using the E-Filing Portal System which will send a notice of electronic filing to the following:

Richard A. Filson, Esq.  
Filson & Penge, P.A.  
2727 South Tamiami Trail  
Suite 2  
Sarasota, Florida 34239  
[eservice@filsonlaw.com](mailto:eservice@filsonlaw.com)  
*Counsel for Plaintiff*

Howard M. Talenfeld, Esq.  
Lisa M. Elliot, Esq.  
Talenfeld Law  
1776 North Pine Island Road  
Suite 222  
Plantation, Florida 33322  
[Howard@justiceforkids.us](mailto:Howard@justiceforkids.us)  
[Lisa@justiceforkids.us](mailto:Lisa@justiceforkids.us)  
[Bianna@justiceforkids.us](mailto:Bianna@justiceforkids.us)  
*Co-Counsel for Plaintiff*

Erin M. Diaz, Esq.  
Nichole Koford, Esq.  
Wicker, Smith, O'Hara, et al  
100 N. Tampa Street  
Suite 1800  
Tampa, Florida 33602  
[ediaz@wickersmith.com](mailto:ediaz@wickersmith.com)  
[NKoford@wickersmith.com](mailto:NKoford@wickersmith.com)  
[DAmezquita@wickersmith.com](mailto:DAmezquita@wickersmith.com)  
[tpacrtpleadings@wickersmith.com](mailto:tpacrtpleadings@wickersmith.com)

***Counsel for Children's Network***

Louis Reinstein, Esq.  
Kelley Kronenberg  
8201 Peters Road  
Suite 4000  
Ft. Lauderdale, Florida 33324  
[lreinstein@kklaw.com](mailto:lreinstein@kklaw.com)  
[colschewske@kklaw.com](mailto:colschewske@kklaw.com)

***Counsel for Family Preservation***

on this 17<sup>th</sup> day of June, 2019.

**Vernis & Bowling of SWFL**

Attorneys for Fla. Dept. of Children & Families  
2369 West First Street  
Fort Myers, Florida 33901  
Telephone: (239) 334-3035  
Facsimile: (239) 334-7702  
Primary e-mail address: [wkratochvil@florida-law.com](mailto:wkratochvil@florida-law.com)  
[ygonzalez@florida-law.com](mailto:ygonzalez@florida-law.com)

By: /s/ William O. Kratochvil  
**WILLIAM O. KRATOCHVIL, ESQ.**  
FBN: 0343640

Filing # 64407711 E-Filed 11/20/2017 12:24:48 PM

IN THE CIRCUIT COURT OF THE 20<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR COLLIER COUNTY, FLORIDA

F.P. by and through I.P., his natural parent  
and guardian,

Plaintiff,

v.

CASE NO.:

THE STATE OF FLORIDA,  
DEPARTMENT OF CHILDREN and  
FAMILIES; CHILDREN'S NETWORK OF  
SOUTHWEST FLORIDA, L.L.C.;  
FAMILY PRESERVATION SERVICES  
OF FLORIDA, INC., d/b/a PROVIDENCE  
HUMAN SERVICES OF FLORIDA, d/b/a  
PATHWAYS HUMAN SERVICES OF  
FLORIDA; and YOUTH HAVEN, INC.;

Defendants.

COMPLAINT

Plaintiff, F.P. by and through I.P., his natural parent and guardian, by and through undersigned counsel, sues the Defendants, THE STATE OF FLORIDA, DEPARTMENT OF CHILDREN and FAMILIES; CHILDREN'S NETWORK OF SOUTHWEST FLORIDA, L.L.C.; FAMILY PRESERVATION SERVICES OF FLORIDA, INC., d/b/a PROVIDENCE HUMAN SERVICES OF FLORIDA, d/b/a PATHWAYS HUMAN SERVICES OF FLORIDA; and YOUTH HAVEN, INC. and alleges:

JURISDICTION

1. This is a cause of action for damages that exceeds \$15,000.00, exclusive of attorney's fees, interest, and costs.

EXHIBIT

tabbed

A

2. At all times relevant, F.P. whose date of birth is August 28, 2006, was a dependent child in the legal custody of the Defendant, Department of Children and Families, and resided in Collier County, Florida.

3. Due to F.P.'s status as a minor child, he is filing this action through his next friend and natural parent, I.P.

4. Due to the nature of the allegations as set forth herein below, which involve the sexual abuse of F.P., pseudonyms are being used for F.P. as well as his mother I.P. (F.P.'s identity could be inferred if his natural mother is identified by name.)

#### PARTIES

5. Defendant, THE STATE OF FLORIDA, DEPARTMENT OF CHILDREN and FAMILIES (hereinafter "DCF"), is the state agency charged with the non-delegable duty of ensuring the health, welfare and safety of children in state custody; operating the state foster care system; and providing substitute care services to children placed in its care, including licensing and monitoring foster homes and shelter care facilities in Collier County, Florida.

6. Defendant, CHILDREN'S NETWORK OF SOUTHWEST FLORIDA, L.L.C., (hereinafter "CNSF"), is a not for profit corporation, organized and existing under the laws of the State of Florida. Defendant, CNSF is the DCF contracted lead community-based agency charged pursuant to § 409.993, Florida Statutes, and its contract with DCF, with the duty of ensuring the health, welfare and safety of children in custody; operating the foster care system; and providing substitute care services to children placed in its care system, including licensing and monitoring foster homes and shelter care facilities in Collier County, Florida.

7. Defendant, FAMILY PRESERVATION SERVICES OF FLORIDA, INC., d/b/a PROVIDENCE HUMAN SERVICES OF FLORIDA, d/b/a PATHWAYS HUMAN SERVICES

OF FLORIDA, (hereinafter "PATHWAYS"), is a not for profit corporation, organized and existing under the laws of the State of Florida, and, at all times material hereto, engaged in business in Collier County, Florida.

8. At all times relevant hereto, PATHWAYS was a subcontracted community based provider in Collier County, Florida, and was in the business of providing foster care and related services including, but not limited to, case management services for dependent children in the legal custody of DCF, pursuant to § 409.993, Florida Statutes, and its contract with CNSF.

9. Defendant, YOUTH HAVEN, INC., (hereinafter "YOUTH HAVEN") was a subcontracted community based provider in Collier County, Florida, pursuant to § 409.993, Florida Statutes, and was in the business of operating an emergency shelter for dependent children in Collier County, Florida, as defined by Fla. Stat. § 39.01(70) which provided temporary care for children who are alleged to be or are found to be dependent, pending court disposition before or after adjudication.

#### GENERAL ALLEGATIONS

10. On June 19, 2015, Defendant DCF received an abuse report that stated the natural father of F.P. had sexually molested him. F.P.'s father and mother did not live together at the time, and the sexual abuse occurred when F.P. visited his father. F.P. was at that time eight (8) years of age.

11. DCF thereafter removed F.P. from the custody of his natural parents, because of the danger the father posed to the child, and that the mental health issues that the mother was alleged to be experiencing at the time prevented her from caring for F.P. The Circuit Court in and for Collier County, Florida, at the request of DCF entered a dependency shelter order for F.

P. on July 31, 2015 which stated that F. P. be placed immediately in therapeutic foster care. He was not.

12. F.P. was placed by DCF in an emergency shelter operated by Defendant Youth Haven. Said shelters are as provided by Florida law intended to provide only temporary care for children entering the system. See Fla. Stat. § 39.01(70).

13. Defendant, DCF, created a safety plan dated July 31, 2015 for F.P. which required, in part, that the caregiver who was at the time Youth Haven should:

- a) Enforce appropriate boundaries between children
- b) F.P. would use the bathroom alone

14. Defendant, CNSF, as lead community based provider in Collier County, assigned Pathways to provide case management for F.P.

15. Defendant, PATHWAYS thereafter provided case management to F. P., and conducted face to face visits with F.P., to check on his welfare and to ensure his safety. F.P. reported to his PATHWAYS case manager almost immediately that he did not feel safe in the shelter.

16. A multi-disciplinary staffing occurred on August 1, 2015, in which Defendants, DCF, CNSF, PATHWAYS, and YOUTH HAVEN all participated and at which time the recommendation of the defendants was that F.P. be placed in regular foster care. F.P. was, however, left by the defendants in the shelter.

17. Another safety plan was created by DCF for F.P., executed on August 11, 2015, which related only to F.P.'s parents and not to his safety while residing at YOUTH HAVEN.

18. On August 11, 2015, Defendant DCF conducted a staffing in which it indicated special placement considerations for F.P. should include that he sleep in a separate bedroom.

19. A "sexually acting out" safety plan was further created by CNSF, PATHWAYS, and YOUTH HAVEN effective on August 28, 2015 which had as its focus protecting younger children from F.P., but not protecting F.P. from older children. It also provided that F.P. have his own room, which he did not. It also required YOUTH HAVEN to enforce appropriate physical boundaries between children.

20. F.P. reported to his PATHWAYS case manager on September 1, 2015 that "...he does not feel safe – he is afraid of people holding him to the ground". This complaint of not feeling safe was reported by F.P. to the PATHWAYS case manager on multiple occasions during his stay at YOUTH HAVEN, and it was further reported that his behaviors began to deteriorate in school after being placed in YOUTH HAVEN. F.P.'s complaints of not feeling safe, and negative changes in behavior should have alerted the defendants that F.P. was not safe in the shelter, and at the minimum, should have prompted a thorough investigation as to why F.P. felt unsafe and why his behaviors were deteriorating.

21. A placement staffing occurred on September 21, 2010 at which defendants CNSF, PATHWAYS and YOUTH HAVEN, nonetheless, all agreed that F.P. should remain at YOUTH HAVEN emergency shelter.

22. On September 24, 2015, F.P. again reported to his PATHWAYS case manager that he did not feel safe at YOUTH HAVEN.

23. On October 1, 2015, the dependency court adjudicated F.P. a dependent child.

24. On October 6, 2015, a permanency staffing was held at which defendants, DCF, CNFS and PATHWAYS attended. No change in placement from the YOUTH HAVEN emergency shelter was recommended by defendants and F.P. remained in the shelter.

25. On October 19, 2015, a placement staffing occurred at which defendants CNSF, PATHWAYS, and YOUTH HAVEN attended and at which they all agreed that F.P. would remain in the YOUTH HAVEN emergency shelter.

26. On October 20, 2015, the defendant PATHWAYS case manager noted that F.P. had bruises on his right leg and left arm. It was noted that despite the special placement consideration required by DCF at the August 11, 2015 staffing that F.P. shared his bedroom with another child. No further investigation occurred, and he was left in the shelter.

27. F.P. was, fact, not permitted to be kept by defendants pursuant to Fla. Stat. § 39.402(13) in the YOUTH HAVEN emergency shelter after November 1, 2015, (30 days after Order of Adjudication entered on October 1, 2015). F.P., however, was left by the defendants in the shelter contrary to state law.

28. On November 16, 2015, F.P. reported to his PATHWAYS case manager that he did not feel safe. He reported he had marks and bruises on his legs but stated it was from playing. No further investigation occurred.

29. On December 8, 2015, a placement staffing occurred at which representatives of all of the defendants attended. It was reported that no subcontracted agencies of CNSF had a therapeutic foster care placement for F.P. He was again left by defendants in the shelter contrary to state law.

30. On December 13, 2015, F.P. again reported to his PATHWAYS case manager that he did not feel safe at the YOUTH HAVEN emergency shelter. No further investigation occurred.

31. On January 24, 2016, F.P. reported to YOUTH HAVEN staff that a 16 year old boy residing at YOUTH HAVEN, hereinafter "J.A." had been sexually battering and molesting him over the past two months.

32. In fact, J.A. had been sexually battering F.P. during the two months, preceding his disclosure, and did so on multiple occasions. F.P. stated that J.S. said he would "kill him" if he reported it.

33. J.A. had a known significant history of violence before residing at YOUTH HAVEN which all of the defendants knew or should have known.

34. Prior to placing J.A. at YOUTH HAVEN, the defendants were required to create and implement safeguards to ensure the safety of other children at YOUTH HAVEN such as F.P. from J.A.'s violent behaviors. See F.A.C. 65C-28.004(10)(a). Defendants failed to do so in this case.

35. After an investigation, the Child Protection Team and defendant DCF verified that F.P. had been sexually abused by J.A.

36. F.P. was thereafter reunified with his mother on an emergency basis.

37. J.A. was charged as an adult for the sexual battery of F.P. He was convicted, sentenced to prison, and designated a registered sex offender.

38. F.P., while in care, was never placed in a therapeutic foster home. Instead he resided in the YOUTH HAVEN emergency shelter from July 31, 2015 until January 24, 2016 when he reported the sexual abuse.

**COUNT I**  
(Negligence Claim against DCF)

39. Plaintiff F.P. hereby reavers and realleges paragraphs 1 through 38 as if fully set forth herein.

40. Pursuant to § 768.28, Florida Statutes, Plaintiff notified DCF of this claim six months or more prior to the filing of this action, and all conditions precedent have been performed.

41. DCF, through its agents and/or employees, owed F.P. the following duties:

- a. To use reasonable care to keep F.P. safe while in DCF's custody;
- b. To use reasonable care in the oversight and supervision of F.P. to ensure that he was not sexually abused;
- c. To provide a safe, secure environment where F.P. was free from unreasonable risk of harm;
- d. To protect F.P. from further harm while a dependent child;
- e. To timely assess all foster and/or shelter children placed in the custody of DCF;
- f. To use reasonable care in the re-licensure and monitoring of the Youth Haven emergency shelter;
- g. To ensure that F.P. timely received all necessary and required mental health assessments to identify all necessary therapeutic services and/or interventions;
- h. To ensure that F.P. timely received adequate and ongoing therapeutic services to address his treatment needs;
- i. To comply with the rules of the Florida Administrative Code and the rules and regulations of DCF regarding the prevention of child-on-child sexual abuse, including, but not limited to Rule 65C-13.015 of the Florida Administrative Code and Department Operating Procedure CFOP 175-88;
- j. To ensure that its lead agency CNSF and its actual and apparent agents prepared safety plans or plans of care to ensure that all foster and/or shelter children with known sexual histories were not victimized by other children in foster care or in emergency shelters;
- k. To implement the provisions of all safety plans or plans of care that were created to ensure that all foster and/or shelter children with known sexual histories were not victimized by other children at the Youth Haven emergency shelter;
- l. To create and implement safety plans for children with known violent behaviors to protect other children in placements where they resided pursuant to Rule 65C-28.004(10)(a);
- m. To protect children from further abuse once an abuse report has been received;
- n. To protect dependent children from foreseeable harm from other children with whom they reside;
- o. To ensure that dependent children were not left in emergency shelters in violation of the time limitations set for in Fla. Stat. § 39.402(13); and
- p. To properly assess the risk of abuse to F.P. while residing at the Youth Haven Shelter.

42. DCF, through its agents and/or employees, negligently breached said non-discretionary duties.

43. As a direct and proximate result of the aforementioned breach, F.P. was subjected to sexual abuse and deteriorating mental health, and suffered and will continue to suffer, severe bodily harm and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, and exacerbation of preexisting conditions. The losses are either permanent or continuing in nature and F.P. will suffer such losses in the future. Furthermore, F.P. will require services and treatment for the rest of his life due to the severe psychological trauma and other harm he has endured.

WHEREFORE, Plaintiff, F.P., demand judgment against Defendant, DCF, for compensatory damages, costs, and all other such relief as the Court may deem just and proper.

**COUNT II**  
**(Negligence Claim against CNSF)**

44. Plaintiff F.P. hereby reavers and realleges paragraphs 1 through 38 as if fully set forth herein.

45. Defendant, CNSF, itself and through its employee's, owed F.P. the following duties:

- a. To use reasonable care to keep F.P. safe while in CNSF's system of care;
- b. To use reasonable care in the oversight and supervision of F.P. to ensure that he was not sexually abused;
- c. To provide a safe, secure environment where F.P. was free from unreasonable risk of harm;
- d. To protect F.P. from further harm while in its system of care;
- e. To timely assess all foster and/or shelter children placed in its system of care;
- f. To use reasonable care in the re-licensure and monitoring of the Youth Haven emergency shelter;
- g. To ensure that F.P. timely received all necessary and required mental health assessments to identify all necessary therapeutic services and/or interventions;
- h. To ensure that F.P. timely received adequate and ongoing therapeutic services to address his treatment needs;

- i. To comply with the rules of the Florida Administrative Code and the rules and regulations of DCF regarding the prevention of child-on-child sexual abuse, including, but not limited to Rule 65C-13.015 of the Florida Administrative Code and Department Operating Procedure CFOP 175-88;
- j. To create safety plans or plans of care to ensure that all foster and/or shelter children with known sexual histories were not victimized by other children in foster care or in emergency shelters;
- k. To implement the provisions of all safety plans or plans of care that were created to ensure that all foster and/or shelter children with known sexual histories were not victimized by other children at the Youth Haven emergency shelter;
- l. To create and implement safety plans for children with known violent behaviors to protect other children in placements where they resided pursuant to Rule 65C-28.004(10)(c) of the Florida Administrative Code;
- m. To protect children from further abuse once an abuse report has been received;
- n. To protect dependent children from foreseeable harm from other children with whom they reside;
- o. To ensure that dependent children were not left in emergency shelters in violation of time limitations set for the in Fla. Stat. § 39.402(13);
- p. To maintain an adequate number of therapeutic foster homes in its system of care;
- q. To place a child in a therapeutic foster home when the Court has ordered it to do so; and
- r. To properly assess the risk of abuse to F.P. while residing at the Youth Haven Shelter.

46. Defendant, CNSF, through its agents and/or employees, negligently breached said non-discretionary duties.

47. As a direct and proximate result of the aforementioned breach, K.J. was subjected to sexual abuse and deteriorating mental health and suffered and will continue to suffer, severe bodily harm and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, and exacerbation of preexisting conditions. The losses are either permanent or continuing in nature and F.P. will suffer such losses in the future. Furthermore, F.P. will require services and treatment for the rest of his life due to the severe psychological trauma and other harm he has endured while in state care.

WHEREFORE, Plaintiff, F.P., demands judgment against Defendant, CNSF, for compensatory damages, costs, and all other such relief as the Court may deem just and proper.

**COUNT III**  
(Negligence Claim against Pathways)

48. Plaintiff F.P. hereby reavers and realleges paragraphs 1 through 38 as if fully set forth herein.

49. Defendant, PATHWAYS, through its case managers, agents and/or employees, owed F.P. the following duties:

- a. To use reasonable care to keep F.P. safe while it provided him case management services;
- b. To use reasonable care in the oversight and supervision of F.P. to ensure that he was not sexually abused;
- c. To provide a safe, secure environment where F.P. was free from unreasonable risk of harm;
- d. To protect F.P. from further harm while in it provided him case management;
- e. To ensure that F.P. timely received all necessary and required mental health assessments to identify all necessary therapeutic services and/or interventions;
- f. To ensure that F.P. timely received adequate and ongoing therapeutic services to address his treatment needs;
- g. To comply with the rules of the Florida Administrative Code and the rules and regulations of DCF regarding the prevention of child-on-child sexual abuse, including, but not limited to Rule 65C-13.015 of the Florida Administrative Code and Department Operating Procedure CFOP 175-88;
- h. To prepare safety plans or plans of care to ensure that all foster and/or shelter children with known sexual histories were not victimized by other children in foster care or in emergency shelters;
- i. To implement the provisions of all safety plans or plans of care that were created to ensure that all foster and/or shelter children with known sexual histories were not victimized by other children at the Youth Haven emergency shelter;
- j. To create and implement safety plans for children with known violent behaviors to protect other children in placements where they resided pursuant to Rule 65C-28.004(10)(a) of the Florida Administrative Code;
- k. To protect children from further abuse once an abuse report has been received;
- l. To protect dependent children from foreseeable harm from other children with whom they reside;
- m. To ensure that dependent children were not left in emergency shelters in violation of the time limitations set for the in Fla. Stat. § 39.402(13); and

n. To properly assess the risk of abuse to F.P. while residing at the Youth Haven Shelter.

50. Defendant, PATHWAYS, through its agents and/or employees, negligently breached said non-discretionary duties.

51. As a direct and proximate result of the aforementioned breach, F.P. was subjected to sexual abuse and deteriorating mental health, and suffered and will continue to suffer, severe bodily harm and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, and exacerbation of preexisting conditions. The losses are either permanent or continuing in nature and F.P. will suffer such losses in the future. Furthermore, F.P. will require services and treatment for the rest of his life due to the severe psychological trauma and other harm he has endured while in state care.

WHEREFORE, Plaintiff, F.P., demands judgment against Defendant, PATHWAYS, for compensatory damages, costs, and all other such relief as the Court may deem just and proper.

**COUNT IV**  
**(Negligence Claim against Youth Haven)**

52. Plaintiff F.P. hereby reavers and realleges paragraphs 1 through 38 as if fully set forth herein.

53. Defendant, YOUTH HAVEN, through its agents and/or employees, owed F.P. the following duties:

- a. To provide a safe, secure environment where F.P. was free from unreasonable risk of harm;
- b. To protect F.P. from further harm while in its emergency shelter;
- c. To timely assess all foster and/or shelter children placed in its custody;
- d. To ensure that F.P. timely received all necessary and required mental health assessments to identify all necessary therapeutic services and/or interventions;
- e. To ensure that F.P. timely received adequate and ongoing therapeutic services to address his treatment needs;
- f. To use reasonable care to keep children safe while at Youth Haven;

- g. To use reasonable care in the oversight and supervision of children in Youth Haven's care to ensure that they are not sexually abused;
- h. To use reasonable care in the oversight and supervision of children in Youth Haven's care to ensure that children with known violent histories do not victimize other children;
- i. To use reasonable care in oversight and supervisions of F.P.;
- j. To timely assess all foster and/or shelter children placed at the shelter facility, including determining whether the child had a history of sexual abuse, or violent behaviors;
- k. To obtain all available information from Defendants DCF, Pathways, and CNSF, or any other entity, regarding the foster and/or shelter children placed at the shelter facility, including whether the child had a history of violence and/or sexual aggression;
- l. To maintain constant visual supervision of any child who was known to have been sexually abused while in the presence of other children during awake hours;
- m. To observe visually in fifteen minute increments any child who was known to have been sexually abused during sleeping hours;
- n. To protect the foster and/or shelter children who resided at the Youth Haven emergency shelter from victimization by other children;
- o. To comply with the rules of Chapter 65C-14 of the Florida Administrative Code regarding staffing and training requirements;
- p. To comply with the rules of the Florida Administrative Code and the rules and regulations of DCF regarding the prevention of child-on-child sexual abuse, including, but not limited to Rule 65C13.015 of the Florida Administrative Code and Department Operating Procedure CFOP 175-88;
- q. To comply with the rules of the Florida Administrative Code regarding placement of children with behaviors that might result in harm including but not limited to Rule 65C-28.004(10)(a-b) of the Florida Administrative Code;
- r. To comply with all YMCA and Youth Haven policies and procedures regarding the operation of the Youth Haven Shelter;
- s. To prepare safety plans or plans of care to ensure that all foster and/or shelter children with known sexual histories were not victimized by other children in the Youth Haven emergency shelter;
- t. To implement the provisions of all safety plans or plans of care that were created to ensure that all foster and/or shelter children with known histories of violence did not victimize other children at the Youth Haven emergency shelter; and
- u. To properly assess the risk of abuse to F.P. while residing at the Youth Haven Shelter.

54. Defendant, YOUTH HAVEN, through its agents and/or employees, negligently breached said non-discretionary duties.

55. As a direct and proximate result of the aforementioned breach, F.P. was subjected to sexual abuse and deteriorating mental health, and suffered and will continue to suffer, severe bodily harm and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, and exacerbation of preexisting conditions. The losses are either permanent or continuing in nature and F.P. will suffer such losses in the future. Furthermore, F.P. will require services and treatment of the rest of his life due to the severe psychological trauma and other harm he has endured while in state care.

WHEREFORE, Plaintiff F.P., demands judgment against YOUTH HAVEN, for compensatory damages, costs, and all other such relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues triable by jury.

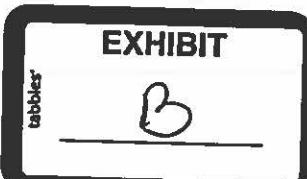
Dated on this 20<sup>th</sup> day of November, 2017.

/s/ Richard A. Filson, Esq.  
Richard A. Filson, Esq.  
FBN: 435074  
FILSON & PENGE, P.A.  
2727 South Tamiami Trail, Suite 2  
Sarasota, Florida 34239  
941.952.0771 phone / 941.951.2142 fax  
[eservice@filsonlaw.com](mailto:eservice@filsonlaw.com) –E-Service  
[filsonlawfirm@gmail.com](mailto:filsonlawfirm@gmail.com) –Correspondence  
*Attorney for Plaintiff*

## FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and Children's Network of Southwest Florida, L.L.C., hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of delivery of foster care, adoption and related services, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department.
2. **Effective and Ending Dates.** This contract shall begin on July 1, 2012, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Eastern time, on June 30, 2017.
3. **Payment for Services.** The Department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed \$143,949,605.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, I-VII and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of any compliance with State and Federal laws, rules and regulations relating to its performance under this Contract, including but not limited to those described in Section 34 of this Contract.
6. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Department's termination rights under Section 30.
7. **Independent Contractor, Subcontracting and Assignments.**
  - a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
  - b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.
  - c. The Provider shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.
  - d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the lawful successors in interest of the Provider and the Department.
  - e. To the extent permitted by Florida Law, and in compliance with Section 7.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
  - f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.
  - g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will



result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

**8. Provider Liability and Indemnity.** The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys' fees:

- a. arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement provided; however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Provider for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Provider, its agents, employees or subcontractors.
- b. arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right associated with a service or product of the Provider; provided, however, that the foregoing obligation shall not apply to Department's misuse or modification of Provider's products or a Department's operation or use of Provider's products in a manner not contemplated by the contract. If any product is the subject of an infringement suit or claim or in the Provider's opinion is likely to become the subject of such a suit or claim, the Provider may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall, without limiting the Department's remedies at law for breach or nonperformance, remove the product and provide a fully-licensed replacement to the Department's satisfaction. The Department shall not be liable for any royalties. The Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this contract or delivered to the Department for the use of the Department, its employees, agents or contractors.
- c. arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c, including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

**9. Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

**10. Notice of Legal Actions.** The Provider shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

**11. Client Risk Prevention.** If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-8. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

**12. Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

- a. For the purpose of disaster planning, the term supervision includes the responsibility of the Department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.
- b. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.
- c. An updated emergency preparedness plan shall be submitted by the Provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The Department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

**13. Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected therewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

14. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

15. **Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

16. **Sponsorship.** As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

17. **Employee Gifts.** The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

**18. Official Payee and Party Representatives**

a. The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: Children's Network of Southwest Florida, L.L.C.  
Address: 2232 Altamont Avenue

City: Fort Myers State:FL Zip Code:33901  
Phone: 239-226-1524  
ext:

b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained is:

Name: Dennis Andrews  
Address: 2232 Altamont Avenue

City: Fort Myers State:FL Zip Code:33901  
Phone: 239-226-1524  
ext:  
e-mail: dandrews@cnswfl.org

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:

Name: Carolyn M. Noble  
Address: 2295 Victoria Avenue

City: Fort Myers State: FL Zip Code: 33901  
Phone: 239-338-1385  
ext:

e-mail: carolyn.noble@dcf.state.fl.us

d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:

Name: Nadereh Salim  
Address: 2232 Altamont Avenue

City: Fort Myers State:FL Zip Code:33901  
Phone: 239-226-1524  
ext:  
e-mail: nsalim@cnswfl.org

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

19. **Invoices.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

20. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than 45 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. **Financial Consequences.** If the Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source.

Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

**22. Overpayments.** The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this Contract at any time any amount due to the Department from the Provider under any other contract or agreement.

**23. Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

**24. Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**25. Records, Retention, Audits, Inspections and Investigations.**

a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.

b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.

c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 25.b.

d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(l)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment IV.

g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature.

**26. Public Records.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.

b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

c. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

28. **Data Security.** The Provider shall comply with the following data security requirements:

- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
- b. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.
- c. All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the contract manager.
- d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
- e. The Provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The Provider shall require the same notification requirements of all subcontractors.
- f. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.

29. **Financial Penalties for Failure to Take Corrective Action.**

- a. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
- b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

30. **The following termination provisions apply to this Contract:**

- a. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the program.
- b. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.
- c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
- d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.

**31. Dispute Resolution.** Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.

**32. Other Terms**

a. Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Provider responsible for administration of the program, to the designated address contained in this contract.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida.

c. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, F.S.

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

j. Survival of terms. The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

k. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:  
i. Attachment I and other attachments, if any;  
ii. Any documents incorporated into any attachment by reference;  
iii. This Standard Contract;  
iv. Any documents incorporated into this Standard Contract by reference.

**33. Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

**34. Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this contract, the Provider is required to comply with the following requirements, as applicable to its performance under this contract. Provider acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this contract.

a. **Federal Law**

i. If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.

- ii. If this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 50 and 45 CFR, Part 92, if applicable.
- iii. If this contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
- iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment III. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.
- v. If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
- vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. Pursuant to Executive Order 11-02 signed on January 4, 2011, the Provider will use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and the subcontractors' employees performing under this contract.

b. **Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all Providers that have fifteen (15) or more employees.

c. **Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

d. **Public Entity Crime and Discriminatory Contractors** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

e. **Health Insurance Portability and Accountability Act** .The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

f. **Whistleblower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

g. **Support to the Deaf or Hard-of-Hearing**

- i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."
- ii. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's grant or contract manager within 14 calendar days of the effective date of this requirement.
- iii. The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.
- iv. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

v. The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>

vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall submit compliance reports monthly, by the 5<sup>th</sup> business day following the reporting month, to the Department's grant or contract manager. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

vii. If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

The Department requires each contract/subcontract provider agency's direct service employees to complete Effective Communication Online (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this 70 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Children's Network of Southwest Florida, LLC

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Name: Nadereh Salim  
Title: CEO  
Date: 6-25-2012

Name: Michael P. Carroll  
Title: Regional Managing Director  
Date: 6/28/12

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_  
Federal Tax ID # (or SSN): 20-4698228 Provider Fiscal Year Ending Date: 06/30.

**Attachment I**

**A. SERVICES TO BE PROVIDED**

**1. Definition of Terms**

Definitions are outlined in "CBC Definitions of Terms" (dated 6/2/2011) which is incorporated by reference into this contract and can be found on the Department's website under CBC Contract Documents by Reference at: <http://www.dcf.state.fl.us/cbc/>

**2. General Description**

**a. General Statement**

The Lead Agency shall deliver foster care and related services pursuant to s. 409.1671, F.S., and prevention services, pursuant to sections 39.001, 409.1451 and 409.1671, F.S., while ensuring each child's safety, well being, and permanency.

**b. Authority**

- 1) Section 409.1671, F.S., authorizes the Department to contract for foster care and related services.
- 2) Sections 39.001, and 409.1671, F.S., authorize the Department to contract for prevention services.

**c. Scope of Service**

The Lead Agency shall deliver a comprehensive array of foster care and related services to eligible children and families in the following counties: **Charlotte, Lee, Glades, Hendry and Collier**. These services include, but are not limited to: independent living, emergency shelter, residential group care, foster care, therapeutic foster care, foster care supervision, case management, post-placement supervision, permanent foster care, and family reunification. Related services shall also include prevention, family preservation, adoption services, and post adoption services.

Specific documents that are a part of this contract and are incorporated by reference can be obtained on the Department's website, which is linked at:

<http://www.dcf.state.fl.us/cbc/>

These documents may not be modified unless both parties agree through formal amendment to this contract. The undated documents posted on this website under "Fiscal Attachments" are administrative forms that are frequently updated. The current version of the form is posted for use.

**d. Major Program Goals**

The Lead Agency shall deliver services through community-based partnerships, while ensuring the safety, well-being, and permanency of children and families.

**3. Clients to be Served**

**a. General Description**

Services are provided to children and families who are in need of child abuse and neglect prevention, family preservation, diversion, or child protection and permanency services.

**b. Client Eligibility**

Clients eligible for service under this contract shall be determined in accordance with the provisions of: s. 409.175, F.S., and Chapters 65C-13 through 65C-17, 65C-28 through 65C-30, F.A.C.; Chapters 39, 63, and 409, F.S., and, Title IV-B and Title IV-E of the Social Security Act, as amended.

**c. Client Determination**

The Department shall make the final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in section D.1 shall be implemented.

**d. Contract Limits**

This contract is limited to eligible children and families in the geographic area defined in section A.2.c.

**B. MANNER OF SERVICE PROVISION**

**1. Service Task List**

- a. The Lead Agency shall perform the following General Tasks:
  - 1) Develop, implement and report upon a Departmentally approved local Quality Improvement Plan (QIP) consistent with the goals and objectives in federally-mandated Florida statewide Quality Improvement Plan. The QIP is time limited and should be completed in July, 2012. Local QIPs, while in force, will be referenced or included in the annual Quality Management Plan as appropriate.
  - 2) Develop and implement an annual Quality Management Plan that follows statewide criteria as outlined in the **"Regional Quality Assurance –Model Guidelines Completing Child Protection Investigations and Case Management Quality Assurance Reviews (dated June 2010-2011)**, which is incorporated herein by reference and available on the Department's website at: <http://www.dcf.state.fl.us/cbc/>, and is approved by the Department. The plan will include quality assurance and quality improvement activities conducted by the Lead Agency and its subcontracted case management organizations. Revisions to the approved annual plan must be approved by the Department prior to execution by the Lead Agency.
  - 3) Participate in, and as necessary assure the participation of their subcontracted case management organizations in, state-directed quality management processes, including inputting data from quality assurance reviews (at least every six months) and other special reviews into the Quality Assurance Web-Based Tool, reporting on quality assurance and quality improvement activity, participation in the federal Child and Family Services review, and development of follow-up improvement plans.
  - 4) Ensure all quality assurance reviewers attend Department sponsored quality assurance reviewer training and pass the competency test within six months of employment as a quality assurance reviewer.
  - 5) Comply with the **Quality Service Review (QSR Protocol for a Child and Family" (dated June 2011)** which includes a practice framework for conducting quality assurance reviews. Guidelines will be updated as necessary and posted on the Department's website and the Florida Mental Health Institute's Center for the Advancement of Child Welfare Practice.

- 6) Comply with all state laws and rules and federal laws and regulations. The Department's authority and requirements references are included in the "Community-Based Care Authority and Requirements Reference Guide" (dated 5/2011), which is incorporated herein by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/> .
- 7) Use the Department's operating procedures until the Lead Agency's own are approved for implementation. The Department agrees to review proposed operating procedures submitted to it by the Lead Agency and may respond in writing with comments or approval within 30 working days from the day of receipt. Once approved by the Department, the Lead Agency's operating procedures may be amended provided that they conform to state and federal laws, the Florida Administrative Code, and federal regulations. Substantive amendments will be provided to the Department, and the Department may provide comments if issues are noted. If the Lead Agency develops its own procedures, such shall be modified or revised when necessary to comply with changes to all state and federal laws, rules, and regulations.
- 8) Submit any revisions in operating procedures or policy that affect the State Plan for Title IV-E funding or any other federal funding source to the Department for approval prior to implementation. The Department agrees to approve or reject such revisions within 30 working days of receipt. The Department agrees to provide technical assistance to ensure that the Lead Agency's contribution to the State Plan is sufficient.
- 9) Document the provision of all services in a master file as described in Chapter 39, F.S., consistent with P.L. 105-89, the Adoption and Safe Family Act (ASFA) performance standards and ss. 90.803(6), F.S.
- 10) Ensure transportation of children to meet each child's safety, well-being, and permanency needs. Comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and Chapter 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.
- 11) Comply with activities related to information systems in compliance with the "Community-Based Care Information System Requirements" (dated 05/01/2010), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>. Florida Safe Families Network (FSFN) is the Department's system of record for all child welfare casework. The Lead Agency agrees to ensure that FSFN is updated within 3 work days of any changes known to the Lead Agency or its case management organizations to ensure FSFN contains the most accurate and complete data regarding child welfare casework.
- 12) The Lead Agency and its subcontractors agree to implement Remote Data Capture (RDC) software tool for the purpose of entering FSFN data as described above using approved mobile devices equipped with the then current version of the RDC software. The Lead Agency and its subcontractors shall be responsible for ensuring that all approved mobile devices will at all times have appropriate security measures implemented to protect all data resident on the mobile device. Implementation of the RDC software is defined as, but not limited to, taking a photograph at each required visit, capturing the date-stamped Global Positioning System (GPS) coordinates for each visit, entering FSFN data related to each visit, and using the upload capability of

the RDC tool to update FSFN for each visit. The Lead Agency and its subcontractors shall continue deployment and maintenance of mobile devices to support case managers for all new releases of the RDC software made available by the Department.

- 13) Perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds may result in a corresponding reduction of the total amount paid under this contract.
- 14) Comply with any requirements imposed by an applicable court order or settlement related to pending or future lawsuits against the Department that affect services provided under this contract. The Lead Agency shall be advised and consulted by the Department regarding the status and potential settlement of any such suit, but the Lead Agency shall not have veto authority over any such settlement. If such compliance results in a verified increase in the cost of providing services under this contract and if additional funds are appropriated to the Department to offset that increase in cost, the Department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this contract and if no additional funds are appropriated to the Department to offset that increase in cost, the Lead Agency may seek additional available funds pursuant to ss. 409.1671(7), F.S.
- 15) Comply with s. 409.175(16), F.S., regarding the confidentiality of information concerning foster parents.
- 16) The Lead Agency shall develop and submit a Cost Allocation Plan (CAP) to the Department for approval in accordance with 45 CFR Part 95. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the Department's website. Any amendments to the approved cost allocation plan must be approved in writing by the Department prior to implementation except for changes required due to federal or state legislative initiatives. The cost allocation plan must:
  - a) Describe the procedures used to identify measure and allocate all costs to each of the programs/services operated or supervised by the Lead Agency.
  - b) Conform to the accounting principles and standards prescribed in 2 CFR Part 225 and 2 CFR Part 230 and other pertinent Department regulations and Instructions relating to the plan.
  - c) Be promptly amended, submitted and approved by the Department if any of the following events occur:
    - (1) The procedures shown in the existing cost allocation plan become outdated because of organizational changes, changes in Federal law or regulations, or significant changes in program levels, affecting the validity of the approved cost allocation procedures.
    - (2) The Lead Agency or Department discovers a material defect in the cost allocation plan.
    - (3) Any changes occur which make the allocation basis or procedures in the approved cost allocation plan invalid.

- d) If a Lead Agency has not submitted a revised cost allocation plan or amendment by the end of each State Fiscal Year, an annual statement shall be submitted to the Department certifying that the currently approved cost allocation plan is valid. This statement shall be submitted no later than July 31 each year.
- 17) The Lead Agency shall ensure that it and its appropriate subcontractors remain in compliance with federal funding requirements as identified in Florida's TANF, Title IV-B and Title IV-E State Plans, Children and Family Operating Procedures 175-71, 175-93, and 175-59. Additionally, the Lead Agency and its subcontractors shall ensure that client eligibility records are maintained according to the Department's records retention schedule and be made available for federal and state audits.
- 18) Within 6 months of the execution of this contract, the Lead Agency agrees to submit a proposed Contingency Transition Plan, to be agreed upon by both parties, that includes all components described in "CBC Expiration/Termination Transition Planning Requirements" (dated 05/9/2011), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>. The Lead Agency agrees to update and submit the transition plan 6 months prior to any contract ending date including ending dates that precede renewal periods.
- 19) Pre-consent Reviews for Psychotropic Medications
  - a) Psychotropic medication may only be authorized by the court for a child who is in out-of-home placement upon a finding that there is a substantial likelihood that the medication will produce the intended effects and that the benefits of the medication will outweigh its burdens.
  - b) A pre-consent review by a consultant child psychiatrist shall be obtained prior to prescription of a psychotropic medication for any child under 11 years of age who is prescribed two or more psychotropic medications and who is in the custody of the Department in out-of-home care. The results of the review by the consultant child psychiatrist shall be provided to the child and to the person who has legal authority to provide express and informed consent for extraordinary medical treatment or the judge who is providing the court order for treatment with a psychotropic medication. The Lead Agency may utilize the Department's Pre-Consent Review contract with the University of Florida or may contract locally with a child psychiatrist who is licensed under Chapter 458 or 459, F.S., for this purpose. A parent or legal guardian whose rights are still intact may waive pre-consent review and provide express and informed consent for administration of such medication.
  - c) In lieu of the requirements of paragraph b), a second medical opinion may be obtained from a child psychiatrist who is licensed under Chapter 458 or Chapter 459, Florida Statutes. The Lead Agency may contract with a local child psychiatrist to provide second opinions.

b. The Lead Agency shall ensure the delivery of Child Protection Tasks to include:

- 1) Ensure the delivery of foster care and related services, based on a case plan developed pursuant to ss. 39.6011, 39.6012, and 39.6013, F.S., and document services in the child's master file.

- 2) Initiate services upon receipt of each case and document the initiation of service provision. Should case transfer information be incomplete, the Provider shall not delay initiation of service.
- 3) The Lead Agency and the Department in each circuit agree to develop a community process for responding to Parent Needs Assistance referrals.
- 4) Family Preservation Services
  - a) The Provider shall provide Family Preservation Services when investigative findings do not warrant removal of a child and a safety assessment indicates imminent risk of removal if services fail. Family Preservation Services shall require the opening of non-judicial case management services in FSFN for tracking and services documentation. Documentation in FSFN shall include the development of a family assessment as well as establishing case plan goals. Tracking includes progress and prompt development of a plan of action when families fail to complete or fail to make progress in fulfilling the goals of their case plan; visitation of sufficient frequency to protect the children and support the family; and coordination with and tracking of behavioral health services provided as a component of the overall case plan.
  - b) If the parent is noncompliant or unsuccessful with services, a case staffing will be held involving the entity performing protective investigations, the Lead Agency, service Providers, program experts, and the entity performing Children's Legal Services to determine next steps, including intensified services, additional court action, or removal.
- 5) Provide Independent Living services to eligible children and young adults formerly in foster care as described in s. 409.1451, F.S. Eligible adults 18 years and over shall receive Independent Living services within funds available through this contract.
- 6) The Lead Agency agrees to deliver Independent Living Transitional Services in accordance with the Standards provided in "**Community-Based Care Lead Agency Standards for Independent Living Transitional Services**" (dated 5/01/09), which is incorporated herein by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>.

## 7) Diversion Services

**Diversion services will be provided in accordance with the Circuit 20 Family Preservation System of Care Protocol, dated 6/25/2010, which is incorporated herein by reference.**

- c. The Lead Agency shall perform Licensing Tasks to include:
  - 1) Compliance with licensing requirements as described in s. 409.175, F.S.; Chapter 65C-13, F.A.C.
  - 2) If the Lead Agency determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results

of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.

- 3) With the approval of the contract manager, the Lead Agency may implement the option for Lead Agency to perform foster family re-licensing functions by the attestation model. If subcontracted, the Lead Agency will review and approve all re-licensing packets for all their subcontracted agencies. A notarized foster home licensing attestation form and licensing standards checklist will then be submitted to the Department with the license certificate for signature by the **Community Development Administrator** or designee. The required **Attestation for Foster Home Re-licensure form** and the **Licensing Standards Checklist for 24-Hour Family Care** are incorporated by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>.
- 4) If the Lead Agency does not implement the Attestation Model, then they are required to submit to the Department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or relicensing requirements as described in Rule 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:
  - a) Copies of Licensing Standards Checklist.
  - b) The application for licensing.
  - c) The letter of recommendation from the Provider.
  - d) A copy of the home study and floor plan, which addresses all items, required in Rule 65C-13.011, F.A.C.
  - e) Florida Abuse Hotline Information System (FAHIS) reports clearances.
  - f) Local law enforcement checks.
  - g) Federal law enforcement checks (screening clearance letter).
  - h) State law enforcement checks.
  - i) Personal and school references.
  - j) Medical information.
  - k) Sanitation, fire and radon inspection and testing documentation.
  - l) Initial pre-service or, as appropriate, annual in service training. Or
- 5) Ensure that each family foster home operator signs a release of information form, so that the Department and the Lead Agency may share information.
- 6) Recommend that the Department issue or deny an initial license or renew, revoke or modify an existing license. The Lead Agency shall submit all required family foster home re-licensing supporting documentation, or foster home licensing attestation form, to the Department at least 30 calendar days prior to the expiration date of the current license. If the Lead Agency is unable to provide all required supporting documentation, or foster home licensing attestation form, prior to the expiration of the license the Lead Agency shall immediately remove the children from the unlicensed home.
- 7) Review foster care referrals received from the Abuse Registry and incident reports from the incident reporting system that do not meet the legal definition of abuse,

neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home serving children under this contract.

- 8) Contribute to the preparation of the evidence and defense required for any administrative hearing brought against the Department for denial or termination of a license.
- 9) Provide copies of licensing records to the Department within a reasonable time period upon request.
- 10) Develop a corrective action plan with the family foster home as required.
- 11) The Department will not require the Lead Agency or its subcontracted Provider network to use any particular foster home, provided that any foster home in which children are placed is licensed by the State. The Department agrees to not require the Lead Agency to recommend any particular home for licensure.
- 12) Coordinate training for prospective foster and adoptive parents and licensed foster parents as required to meet licensing standards as described in s. 409.175, F.S., and Chapter 65C-13, F.A.C. The Lead Agency shall be responsible for ensuring foster parents receive appropriate training and support specific to the needs of children placed in their home. Training will include, but not be limited to, principles of normalcy, and working with biological families when reunification is the desired goal.
- 13) The Lead Agency's employees, relatives of the Lead Agency's employees, subcontractors or subcontractor's employees within the Provider's service delivery system may apply to be licensed as a foster parent to any child that receives services under this contract, provided a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents are employed and the study is submitted to the Department for approval, and b) the Lead Agency has an operating procedure which requires that the Executive Director of the Provider agency review and approve the submission by the Provider of all such licensing applications to the Department.

d. The Lead Agency shall deliver Adoption Services, to include:

- 1) Services designed to prepare children for adoption placement.
- 2) Recruitment and retention of adoptive families for special needs children, ensuring that families recruited reflect the racial and ethnic diversity of children waiting for adoptive homes.
- 3) Registration and maintenance of information on the Adoption Information section of FSFN to include children waiting for adoption and approved adoptive families.
- 4) Providing support services to adoptive families using the **Customer Service and Customer Support Protocols for Adoptive Services** (dated 5/19/2010) which is incorporated herein by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>, as guidelines; to include services leading to and after legal finalization of the adoption. Examples include assessment of the child and family for needed services and supervision of the child in the adoptive home, referral to appropriate medical, mental health and behavioral management services, services relevant to children with developmental disabilities, if applicable, and training and support group participation for the child and family. Within the limits of federal and

state guidelines, the Lead Agency, acting as the Provider of adoption services, is given the authority to create a binding contract with the adoptive parents when all parties have signed an adoption assistance agreement. The adoption assistance agreement is binding until the child reaches age 18, it is determined that the parent is no longer legally responsible for the child or it is determined that the parent is no longer providing support to the child. The agreement cannot be altered unless there is a concurrence of the adoptive parents.

- 5) Establishing designated staff responsible for developing and providing post-adoption services for families and ensuring communications are in place so that adoptive parents and adopted children know how to access these services. Providing information about and services for families requesting post-adoption support services. Examples of post-adoption support services include, but are not limited to, short term case management, the provision of support groups for adoptive parents and their adopted children, training and educational opportunities for adoptive families, assistance with financial needs through medical subsidy, and assistance with securing necessary mental health, behavioral, therapeutic, dental, services relevant to children with developmental disabilities, if applicable, and medical services for the adopted child. These services shall be documented in the statewide automated system, FSFN, as post adoption services cases. When a child adopted from foster care becomes an adult and requests identity information from their closed adoption/foster care record, the "Guidelines for Release of Children's Records" (dated 10/1/2010) which is incorporated herein by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>, must be followed. An adopted child who was never in foster care is only able to obtain the non-identifying information in his/her closed adoption record and should be referred to Florida's Adoption Reunion Registry for assistance.
- 6) The Lead Agency shall be responsible for collecting, redacting (as necessary) and making available for the purposes of adoption, no later than at the time of the child's placement with the prospective adoptive parents, all documentation and information to fully disclose the history of each child to be adopted as required by law to the prospective adoptive parents as required by s. 63.085, F.S., and rule 65C-16.002, F.A.C., and ensure that the prospective adoptive parents complete and sign DCF Disclosure Form 5328 which is incorporated herein by reference.
- 7) The Department will work with the lead agencies to develop their own operational procedures to include additional disclosure of information, and the timing of that disclosure for prospective adoptive parents. The Lead Agency policies concerning disclosure and the timing of disclosure shall be reviewed and approved by the Department.

e. The Lead Agency shall deliver Placement Services to include:

- 1) Supervision and placement for children, 24 hours a day, 7 days per week, including holidays.
- 2) Ensure that each family foster home is licensed in accordance with s. 409.175, F.S.
- 3) Achieve and maintain licensure by the Department as a child-placing agency in accordance with Ch. 409, F.S. Ensure subcontractors are licensed as a child-placing agency if performing Title IV-E reimbursable services or if required pursuant to Florida law.

- 4) The Lead Agency shall ensure that each child receives the services of 72 hour screening, the Periodic Child Health Check Ups, and prescribed follow up for ordered services. This includes medical, dental and vision care.
- 5) The Lead Agency shall maximize utilization of Federally Qualified Health Centers and/or the use of the medical home model for children in care when it serves the child's best interest.
- 6) The Lead Agency shall continue to support the Department's Quality Parenting Initiative through utilization of QPI training to educate and train foster parents and staff, support foster parent liaisons in building a local Foster and Adoptive Parent Association Chapter, and incorporate the QPI in the Lead Agency system of care.
- 7) Secure, approve, and review all relative and non-relative placements under the Lead Agency's supervision. If a relative placement, the Lead Agency shall comply with s. 39.5085, F.S., Relative Caregiver Program.
- 8) In the event the Lead Agency exercises the authority to deny any home the opportunity to provide foster care to any child served under the contract, justification to support that decision must be thoroughly documented and maintained on file.
- 9) "Guidelines for Release of Children's Records" (dated 10/1/2010) which is incorporated herein by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>, must be followed when there is a written or verbal request for information from records from a child currently or formerly in foster care.

f. Task Limits

- 1) Service responsibility for increase in new clients.  
In the event there is a 10% increase in either the number of new in-home services clients or new out-of-home services clients, the Department will initiate a review per section B.1.f.3). The initiation or outcome of the review has no impact on the Lead Agency's obligation to serve all children eligible for services under this contract. A new client is defined as a child that has not been active with the Provider in Florida Safe Families Network within the previous 12 months.
- 2) Performance contract utilization level. Estimates for number of children to be served are based upon a projection of clients served both in-home and out-of-home. In certain cases, a Lead Agency may serve more cases than have been projected. In circumstances where factors outside the Lead Agency's control may influence an increase in referrals for both in-home and out-of-home services, the Lead Agency may be eligible for additional funds. Such adjustments are negotiable only in those instances where:
  - a) service utilization increases can be linked to circumstances outside the Provider's control; and
  - b) the Lead Agency is able to document that the Provider has used all funds appropriated by the legislature and received for prevention and family preservation purposes.

- 3) **Shared risk for service utilization.** Because Lead Agencies are required to provide appropriate child welfare services to all eligible children and families, the Department recognizes a responsibility for ensuring that contract utilization does not exceed projected levels due to the failure to adequately manage child protection activities under the direct jurisdiction and control of the Department. Specifically, the Department agrees to review increases in the number of children and families referred for in-home services and the number of children referred from child protection investigations directly to out-of-home services as follows:
  - a) **Review.** At minimum, this review will include: (1) the total number of reports with verified and not substantiated from at least the last two proceeding fiscal years; (2) the total number of referrals from child protective investigations to in-home services as a percentage of the total number of reports with verified and not substantiated; and, (3) the total number of referrals from child protective investigations for out-of-home services as a percentage of the total number of reports with verified and not substantiated.
  - b) **Capacity.** The review will also examine the extent to which capacity has been built and expanded within the community to prevent in-home and out-of-home service referrals.
  - c) **Determination.** Upon examination of the data outlined in the review process, along with any other relevant information, the Department will render a determination as to whether or not the Lead Agency has experienced an increase in service utilization which is either: (1) a function of the Department's managed child protection performance; (2) a function of some other external factor (e.g. media event, judicial actions, drug epidemic); or, (3) a function of Provider managed service performance.
  - d) **Potential actions.** In those instances where service utilization for in-home and/or out-of-home care is a result of the Department's managed child protection performance, the Department will pursue accessing available resources in an effort to reimburse, either partially or in whole, the anticipated additional cost for serving clients over the anticipated projection. In those instances where increased service utilization is a function of some other external factor, and until such time as the risk pool falls under external management pursuant to ss.409.1671(7)(b), F.S., the Lead Agency may request that the Department examine the feasibility of accessing available "risk pool" resources. In those instances where increased service utilization is a function of Lead Agency management, the Lead Agency is expected to assume responsibility for accommodating the additional service capacity. Funding from the risk pool is subject to a peer review process and the availability of funds.
- 4) The Lead Agency's delivery of post-adoption support, **Maintenance Adoption Subsidy**, and prevention services is limited to the funds available respectively for such services.

## 2. Staffing Requirements

### a. Staffing Levels

The Lead Agency and its subcontractors shall continuously ensure an adequate number of qualified and trained staff is available to provide services stipulated in this contract.

**b. Professional Qualification**

- 1) The Lead Agency shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Chapters 65C-33, 65C-14, and/or 65C-15, F.A.C., sections 435.04, 402.40, 402.731, and 491.012, F.S. Requirements for documentation of pre-service and in-service training is addressed in the **"Community-Based Care Documentation and Reporting Requirements for Child Welfare Pre-Service and In-Service Training Dollars"** (dated 02/25/10), which is incorporated herein by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>.
- 2) Disqualifying Offenses that Result from Background Screening
  - a) If the Lead Agency or a subcontractor becomes aware that an employee, or volunteer, has been arrested for a disqualifying offense, the employer must remove the employee, or volunteer, from contact with any vulnerable person that places the employee in a role that requires background screening until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under Chapter 435, F.S.
  - b) The Lead Agency or subcontractor must either terminate the employment of any of its personnel, or terminate the use of a volunteer, found by background screening to be in noncompliance with the minimum standards of Chapter 435, F.S. for good moral character contained in section 435.06, F.S., or place the employee or volunteer in a position for which background screening is not required unless the employee or volunteer is granted an exemption from disqualification pursuant to section 435.07, F.S.
- 3) The Lead Agency agrees to deliver child welfare pre-service training to professional staff in accordance with the Department's Child Protection Professional Certification Program, as outlined in 65C-33, F.A.C..

**c. Staffing Changes**

The Lead Agency shall submit written notice to the Department's contract manager in case of a vacancy in the Chief Executive Officer (CEO) (or add appropriate title) or chief financial officer's position. The notification shall identify the person(s) who is assuming the responsibilities of that position during the vacancy. When the Chief Executive Officer (CEO) (or add appropriate title) position is filled, the Lead Agency shall notify the Department in writing of the identity and qualifications of the new Chief Executive Officer (CEO) (or add appropriate title). The Lead Agency shall ensure that the Department has a current listing of staff and sub-contracted staff who are providing child welfare services and who are subject to Child Protection Certification requirements pursuant to s. 402.40, F.S. and Chapter 65C, F.A.C. The Lead Agency shall provide names, position title and contact information clearly showing any changes in staff to allow the Department to monitor and ensure that all staff, regardless of employer, are meeting the state requirements as stated in s. 402.40, F.S.

**d. Subcontractors**

- 1) The Lead Agency shall be responsible for service delivery, monitoring and quality

assurance of all subcontracts entered into by the Lead Agency under this contract. The Lead Agency shall develop written procedures for monitoring of subcontracts. These procedures shall be approved by the Department and available upon request to the Department and to state and federal auditors. The Lead Agency shall have quality assurance/quality improvement plans for subcontractors. The Lead Agency shall also establish and maintain an internal quality improvement process to assess its performance and that of its subcontractors.

- 2) The Lead Agency may subcontract for services unless specifically prohibited in this contract. The Lead Agency is not required to obtain subcontract approval as required under Section 7.c of the Standard Contract unless any of the following conditions apply.

The person or entity:

- a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
- b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
- c) is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the Department, the state or its subdivisions, or a federal entity providing funds to the Department;
- d) has had a contract terminated by the Department for a failure to satisfactorily perform or for cause; or
- e) has failed to implement a corrective action plan approved by the Department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, the Lead Agency must obtain written approval from the Department prior to entering into the subcontract. In order to comply with this requirement, the Provider shall require all proposed subcontracted Providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. If the Provider knows disqualifying conditions at any time, it shall disclose this information to the Department. Both parties agree to take appropriate action.

- 3) The Lead Agency shall conduct a detailed cost analysis for all subcontracts in excess of \$250,000.00. The Lead Agency shall conduct competitive procurement for subcontracted services in accordance with established procurement operating procedures.
- 4) The Lead Agency shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for non-performance; programmatic monitoring requirements; fiscal monitoring requirements; and, detailed documentation requirements. The Lead Agency shall require any case management subcontractors to participate in the statewide quality management system.

- 5) The Lead Agency's monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.
- 6) **Administrative Monitoring of Accredited Subcontractors**
  - a) The Lead Agency shall improve the efficiency of administrative monitoring of child welfare service subcontractors. The Lead Agency shall limit administrative monitoring to once every 3 years if the child welfare subcontractor is accredited by the Joint Commission on Accreditation of Healthcare Organizations, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation of Children and Family Services. Notwithstanding the survey or inspection of an accrediting organization specified in this paragraph, the Lead Agency may continue to monitor the subcontractor as necessary with respect to:
    - (1) Ensuring that services for which the agency is paying are being provided.
    - (2) Investigating complaints or suspected problems and monitoring the subcontractor's compliance with any resulting negotiated terms and conditions, including provisions relating to consent decrees that are unique to a specific service and are not statements of general applicability.
    - (3) Ensuring compliance with federal and state laws, federal regulations, or state rules if such monitoring does not duplicate the accrediting organization's review pursuant to accreditation standards.
  - b) The Lead Agency is encouraged to further streamline its monitoring by accepting results of monitoring from state agencies, or other Community-Based Care Lead Agencies, when the standards monitored by these entities distinctly and specifically meet or exceed those of the Lead Agency. The Lead Agency shall prepare and submit new or revised subcontract monitoring procedures specifying any such changes to the Department contract manager for approval prior to implementation.
- 7) The Lead Agency agrees to administer subcontracting activities in accordance with the most current version of the **"Community-Based Care Lead Agency Subcontracting Guidelines"** (dated 09/12/05) developed and distributed by the Florida Coalition for Children, which is incorporated by reference, and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>, unless the Lead Agency has developed their own guidelines which have been approved by the Department.
- 8) The Lead Agency is encouraged to use Multi Lead Agency Rate Contracts when subcontracting for residential services. Efficiencies resulting from the use of this contracting model include streamlined procurement, contract management, contract monitoring, and program evaluation.

### **3. Service Location & Equipment**

#### **a. Service Delivery Location**

The Lead Agency shall deliver a comprehensive array of foster care and related services in **Charlotte, Lee, Glades, Hendry and Collier Counties** to eligible children and

families. The Lead Agency's primary service delivery and business address is:

**2232 Altamont Avenue  
Fort Myers, FL 33901**

**b. Service Times**

The Lead Agency shall be available and is responsible for providing an immediate response 24 hours a day, seven days a week. Administrative offices shall be open from 8:00 am to 5:00 pm, Monday through Friday, except for Provider designated holidays.

**c. Changes in Location**

The Lead Agency shall notify the contract manager in writing at least thirty calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the Provider's primary business address or service delivery location.

**d. Equipment**

The Lead Agency shall comply with requirements related to the nonexpendable property obtained or transferred for services under this contract are addressed in the "Lead Agency Tangible Personal Property Requirements" (dated 4/01/09), which is incorporated herein by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>.

**4. Deliverables**

**a. Service Units**

A service unit is one month of all system of care related services to all eligible children and their families.

**b. Records and Documentation**

The Lead Agency shall maintain sufficient documentation to provide evidence of service delivery. Records and documentation must be developed and maintained in accordance with state and federal laws Regional Operating Procedure 15-2. The Lead agency assumes all financial responsibility for record storage of case management and adoption files.

**c. Reports**

The list of the reports to be completed by the Lead Agency, including the time frame for their final due dates, frequency, and format are all specified in Exhibit A, Reports.

**5. Performance Specifications**

**a. Performance Measures**

The Lead Agency shall be required to meet performance standards listed below whether services are performed directly or performed by a subcontractor. The term "performance standard" refers to the numerical level of achievement stated as a percentage, ratio or count. The term "performance target" refers to the Lead Agency's expected annual achievement of progressive improvement toward each performance standard through the

end of the contract period, or until such time as the Provider is expected to achieve the standard. The Lead Agency shall demonstrate progress throughout the state fiscal year and will be required to be functioning at the performance target for the appropriate fiscal year by the end of that fiscal year, or by the contract end date should that occur within the fiscal year.

The Department reserves the right to modify or add any performance measures that are required by federal funding sources to comply with federal requirements. Any modifications or additions will only be accomplished through formal amendment to this contract.

Performance Measures FY 12-13*	06/30/13
1) The percentage of children served in out-of-home care who are not maltreated by their out-of-home caregiver shall be at least ____ percent.	99.68%
2) The percentage of children reunified who were reunified within 12 months of the latest removal shall be at least ____ percent.	75.2%
3) The percentage of children reunified who re-entered out-of-home care within 12 months shall not exceed ____ percent.	9.9%
4) The percentage of children who were adopted who were adopted within 24 months of the latest removal shall be at least ____ percent.	36.6%
5) The percent of children in out-of-home care 24 months or longer on July 1 who achieved permanency prior to their 18 <sup>th</sup> birthday and by June 30 shall be at least ____ percent.	29.1%
6) The percentage of children in out-of-home care for at least eight days, but less than 12 months, who had two or fewer placement settings, shall be at least ____ percent.	86%
7) The number of children with finalized adoptions between July 1, 2012 and June 30, 2013 shall be at least ____.	TBD
8) The percent of children under supervision who are required to be seen every 30 days, who are seen every 30 days shall be at least ____ percent.	99.5%

Proposed Independent Living Outcome Measures**	06/30/13
% of youth who have aged out of care completing high school or GED by 20 years of age.	Base Line
% of youth who have completed high school or GED and are involved in post secondary education.	Base Line
% of youth ages 18 and over receiving Independent Living services who have a job (including joining the military)	Base Line
% of young adults in safe housing	Base Line
% of 17-year-old youth in licensed out of home care who had a transition plan signed by the youth and filed with the court	Base Line

\*\* For these baseline-year measures, the department agrees not to pursue any corrective action or progressive intervention stemming from performance on the Independent Living measures during the baseline period

**b. Description of Performance Measurement Terms**

The definitions of any terms in Section B.5 are listed in the "Community-Based Care Performance Measures Methodology Document" (dated 3/23/09), which is incorporated herein by reference and maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>.

**c. Performance Evaluation Methodology**

- 1) The performance evaluation methodology for statewide measures is described in the "Community-Based Care Performance Measures Methodology Document."
- 2) Performance Standards Statement

By execution of this contract the Lead Agency hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Lead Agency fails to meet these standards, the Department, at its exclusive option, may allow up to six months for the Lead Agency to achieve compliance with the standards. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Lead Agency to the Department's satisfaction, the Department must cancel the contract with the Lead Agency. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

**6. Lead Agency Responsibilities**

**a. Lead Agency Unique Activities**

- 1) At the request of the Secretary of the Department or the **Community Development Administrator**, the Lead Agency shall provide performance information or reports other than those required by this agreement. The Department agrees to make these requests only after all data sources to which the Department has access have been exhausted. These requests should be a last resort and made with due consideration for Lead Agency workload and costs. For requests that are complex and difficult to address, the Lead Agency and the Department will develop and implement a mutually viable work plan. Annually, the Lead Agency will participate with the regional Quality Assurance (QA) staff in the production of two Special QA Reviews for systemic issues identified by the Secretary.
- 2) The Lead Agency shall cooperate with the Department when a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors results in an investigation.
- 3) The Lead Agency shall meet with the **Community Development Administrator/Region Director** and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation.
- 4) The Lead Agency's employees, relatives of the Lead Agency's employees, subcontractors or subcontractor's employees within the Lead Agency's service delivery system may apply to be licensed as a foster parent or relative caregiver to any child that receives services under this contract, provided:
  - a) the licensing study is accomplished by a licensed child-placing agency separate from the agency by which the prospective foster parents or relative caregivers are employed and the study or the foster home licensing attestation documentation is submitted to the Department, and
  - b) the Lead Agency has an operating procedure which requires that the Chief Executive Officer of the Lead Agency review and approve the submission by the Lead Agency of all such licensing applications to the Department.
- 5) The Lead Agency accepts its responsibility for all work required under this contract whether performed with its own resources or by an approved subcontractor. The Lead Agency shall monitor the performance of its subcontractors, conducting follow-up actions in accordance with the Department approved Subcontract Monitoring Plan.
- 6) If conditions exist that could interrupt service delivery, the Lead Agency shall notify the Department within 48 hours. Reportable conditions may include but are not limited to:
  - a) Inappropriate client terminations
  - b) Financial concerns or difficulties
  - c) Service documentation problems
  - d) Subcontract non-compliance
  - e) Ineffective services and increasing client complaints

The above notice shall include a brief summary of the condition(s) or problem(s), the proposed countermeasures, and the time frames for implementation of the countermeasures.

- 7) The Lead Agency shall establish a procedure for foster and adoptive parents to contact a Lead Agency representative in the event of delayed or non-delivery of payments. The Lead Agency representative will address and resolve the issue.
- 8) The Lead Agency agrees to coordinate and collaborate with the Department's Interstate Compact on the Placement of Children office when working with children who are placed out of state or children who are being placed from another state. The Lead Agency shall comply with the Safe and Timely Interstate Placement of Foster Children Act of 2006 (PL 109-239), CFOP 175-54, Interstate Compact on the Placement of Children, CFOP 175-55, Priority Placement under the Interstate Compact on the Placement of Children, and CFOP 175-97, and the Interstate Compact on Adoption and Medical Assistance in carrying out these activities. The Lead Agency agrees to comply with future Interstate Compacts executed by Florida.
- 9) Fee collections. The Lead Agency shall administer the fee collection process for clients under its care in accordance with the laws, rules and regulations specifically addressing the responsibilities of representative payee for social security funds paid on behalf of any child served under this contract. This includes establishing a depository bank account and becoming the representative payee of the clients. Funds received will be assessed maintenance fees, in accordance with section 402.33, F.S., and those fees will be transferred to the Department within 30 days of their receipt. The Department shall return the applicable portion of the deposits made to the Operations and Maintenance Trust Fund of the Department, as appropriated by the Legislature to the Provider under this contract for services provided to the client (s) and subsequently invoiced to the Department. Funds in excess of the assessed fees to the client (s) will be retained in the Client Trust Fund and administered on behalf of the client (s) by the Provider as Representative Payee in accordance with the terms of this contract.
- 10) Client Trust Fund. The Lead Agency shall assume all responsibilities for administration of the personal property and funds of clients, as required by section 402.17, F.S., Chapter 65C-17, F.A.C. and the Department's Accounting Procedures Manual 7 APM 6. Department personnel or their designees upon request may review all records relating to this section. Any shortages of client funds that are attributable to the Lead Agency shall be repaid, plus applicable interest, within one week of the determination. Any shortages that are not repaid in accordance with this section may be recovered by the Department by deducting the amounts owed from subsequent payments owed to the Lead Agency for services provided under this contract. The Lead Agency and the Department mutually agree to develop a transition protocol prior to the Lead Agency's assuming responsibility for any Client Trust Fund assets. The transition protocol shall not be implemented until written authorization is received from the Social Security Administration which establishes the Provider as the Representative Payee for eligible clients served under this contract.
- 11) The Lead Agency agrees to deliver a coordinated response to requests from the Department or Sheriff's Office conducting child protective investigations related to its coordination of child safety issues with the Department of Juvenile Justice and the Agency for Persons with Disabilities. The Lead Agency recognizes that certain children, who are at risk of abuse or neglect, cross multiple systems of care and

multiple state agencies. The Lead Agency agrees to immediately respond to requests to mitigate child abuse and neglect for this population.

**12) The Lead Agency shall participate in budget review meetings with the Department staff minimally on a bi-annual or as needed basis.**

**b. Coordination With Other Providers/Entities**

- 1) Upon the effective date of this contract, the Lead Agency shall establish and maintain working agreements with other Providers, Department entities, to include but not limited to those entities serving persons with developmental disabilities and local organizations in order to fully implement the requirements of the CBC System of Care. Working agreements shall clarify roles and responsibilities, establish a shared vision, and promote integrated community support and services in order to improve outcomes for families involved in the child welfare system.
- 2) Upon the effective date of this contract, the Lead Agency hereby agrees to have established and to maintain working agreements to include joint operating procedures with any entity providing Child Protective Investigations (CPI) in counties served by the Provider under this contract. The Lead Agency agrees to amend working agreements as needed with entities providing CPI to clarify roles and responsibilities including client file transfer.
- 3) **The Lead Agency will enter into a mutually agreed upon working agreement with the Department's contracted Substance Abuse & Mental Health Managing Entity within their community in order for the Managing Entity to provide Integrated Mental Health and Substance Abuse services to the children and families involved in the Child Welfare System.**
- 4) The Lead Agency hereby agrees to participate in the development and implementation of local and state plans for the promotion of adoption, support of adoptive families, and prevention of abuse, abandonment, and neglect of children as outlined in ss. 39.001(8) and (9), F.S.

**c. Reference Checks of Current and Former Department and Lead Agency Employees**

The Lead Agency or its subcontractor shall conduct a reference check of any current or former Department or any Lead Agency or subcontractor employee who applies and is being considered for employment prior to the appointment of the individual. The reference check will be documented in writing and maintained in the employee's personnel file. The Department will not give a neutral reference, and the Lead Agency will not accept a neutral reference, for any current or former employee of the Department seeking employment with the Provider or its subcontractor.

**7. Department Responsibilities**

**a. Department Obligations**

- 1) The Department agrees to provide technical assistance and consultation to the Lead Agency in the process of initial licensing and re-licensing of family foster homes.
- 2) The Department retains the responsibility for the review, approval or denial, and issuance of all foster home licenses. After receiving a request for licensure or

relicensure and a copy of the foster home's home study or group home's narrative study with a complete licensing packet or foster home licensing attestation forms, the Department has ten (10) business days to issue the license or provide a written statement expressly stating the basis for denial and its legal authority.

- 3) Upon receipt of a regulatory complaint about a licensed home or facility operated by the Lead Agency or one of its subcontractors, the Department agrees to notify the Lead Agency within one working day. The Department will work in cooperation with the Lead Agency when investigations are conducted.
- 4) The Department agrees to process applications submitted by the Lead Agency for the Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.
- 5) The Department agrees to assist the Lead Agency with access to and coordination with other service programs within the Department such as Substance Abuse, Mental Health, Child Welfare/CBC, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.2). The Lead Agency shall contact the various program offices within the Department for assistance and instruction on how to access these services. The Department will respond to the Lead Agency's inquiry within 5 working days.
- 6) The Department agrees to determine Medicaid eligibility within 45 days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition the Department has exclusive authority to determine Title IV-E, Title IV-A, and Title XIX eligibility, and will provide eligibility information to the Provider within 45 working days of receipt of a completed application.
- 7) The Department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or Department policies, including those references listed in "Community-Based Care Authority and Requirements".
- 8) The Department agrees to provide the necessary training and technical assistance when changes or additions are made to the statewide adoption website ([adoptflorida.org](http://adoptflorida.org)).
- 9) The Department is responsible for developing in cooperation with the Community-Based Care Providers, a standardized competency-based curriculum for certification training, and for administering the certification testing program, for child protection staff.
- 10) The Department agrees to provide training and technical assistance on the responsibility of the Lead Agency to become representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, and Veterans Benefits.
- 11) The Department will participate in the collaborative development and implementation of the working agreement with the Community Based Care and Substance Abuse and Mental Health Managing Entity as well as entities delivering services to persons with developmental disabilities to ensure the integration of services and support within the community. The Department will support the development and implementation of the

working agreement by providing an example of a Policy Working Agreement, system of care information, data analysis and technical assistance.

- 12) The circuit/region shall ensure that each child receives the services of the Medicaid Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) entitlement including the 72 hour screening, the Periodic Child Health Check Ups, and prescribed follow up for ordered services. This includes medical, dental and vision care.
- 13) Implementation of Title IV-E Waiver Demonstration Project. The Department agrees to support the Lead Agency in the delivery of services and supports to eligible children and families and in monitoring the contract as the Lead Agency implements a modified array of services in compliance with the Title IV-E Waiver Demonstration Project.
- 14) Representation: In all juvenile dependency related legal proceedings, including termination of parental rights, Children's Legal Services represents the State of Florida. The General Counsel's office retains the authority and responsibility for representing the Department of Children and Families. Neither the Department attorneys nor its contracted attorneys represent the Lead Agency.
- 15) **The Department and the Lead Agency in each circuit agree to maintain a community process for responding to Parent Needs Assistance referrals.**
- 16) **The Department agrees to conduct diligent searches and related activities for biological family members of children receiving case management services from the Provider or their subcontractor provided the associated funds in the amount of \$41,986.00 remain with the Department for such activities.**
- 17) **Upon the effective date of this contract, the Department hereby agrees to work with the Lead Agency to establish and maintain working agreements to include joint operating procedures with the Lead Agency regarding Child Protective Investigations (CPI) in counties served by the Provider under this contract. The Department agrees to amend working agreements as needed with the Lead Agency to clarify roles and responsibilities including client file transfer.**

**b. Department Determinations**

The Department has the sole right to assess and determine the completeness and acceptability of services, reports, and fiscal records according to the terms and conditions of this contract.

**c. Requirements**

- 1) **Contract Monitoring**
  - a) The Department shall conduct or cause to be conducted an annual review of Lead Agency compliance with contract terms and conditions as well as any approved financial policies and procedures. The Department will streamline administrative monitoring by accepting recent results of accreditation awarded by the Council on Accreditation, the Commission on Accreditation of Rehabilitation Facilities, and the Joint Commission on Accreditation of Healthcare Organizations, and recent results of monitoring performed by another state agency, when the standards monitored by these entities distinctly and specifically meet or exceed those of the

Department. In these cases, the Department will not duplicate monitoring for two years following the award of accreditation and for one year following on-site monitoring by another state agency, unless there is a documented concern regarding performance.

- b) The Department will conduct fiscal monitoring to provide financial oversight and ensure integrity regarding the Lead Agency's fiscal operations. This includes not just monitoring adherence to generally accepted accounting principles but also federal and state regulations regarding the appropriate use of the various funding streams included in the Provider's services contract. The staff performing fiscal monitoring will be allowed full access to all of the Lead Agency's financial papers, accounting records and other documents it deems necessary to provide comprehensive and effective oversight.
- 2) The Department shall define and jointly implement with the Lead Agency a formal system for quality management planning, documenting, reviewing, measuring, reporting, analyzing, and improving for service delivery and administration. This system will monitor progress toward achievement of state and federal requirements for compliance and outcomes.

**d. Progressive Intervention and Program Improvement**

The Lead Agency agrees that if it fails to demonstrate satisfactory progress in areas of noncompliance, the Department may implement the "Community-Based Care Progressive Intervention and Program Improvement" (dated 05/10/2011), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc/>.

**8. Relationship of the Parties Relating to the Interaction Between the Lead Agency and its Subcontractors and the Department through Children's Legal Services (CLS).**

**Exhibit B - Children's Legal Services** attached hereto and made a part hereof shall govern the relationship of the parties relating to the interaction between the Lead Agency and its subcontractors and the Department through CLS. In addition to, without limiting any other provisions of this Attachment I, and without being limited by any other provisions of this Attachment I, the parties shall have and comply with the respective rights, responsibilities, and obligations of the parties and shall be bound by the respective acknowledgements of the parties set forth in Exhibit B-Children's Legal Services. Through contract, the Lead Agency shall cause its subcontractors to be bound by and comply with the responsibilities, obligations, and acknowledgments of the Lead Agency set forth in Exhibit B-Children's Legal Services.

**C. METHOD OF PAYMENT**

**1. Payment Clause**

- a. This is an advance fixed price, fixed payment contract comprised of Federal sources and a grant of State funds. The Schedule of Funds is the document that identifies the amount of the Federal and grant sources. At the beginning of each fiscal year, the Schedule of Funds will be amended into this contract, and the total contract amount will be adjusted accordingly. The Department shall pay the Lead Agency for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to

exceed \$143,949,605.00, subject to the availability of funds. The Schedule of Funds is attached as follows:

Attachment II-A	Fiscal Year 12-13	\$ 28,789,921.00
Attachment II-B	Fiscal Year 13-14	\$ 28,789,921.00
Attachment II-C	Fiscal Year 14-15	\$ 28,789,921.00
Attachment II-D	Fiscal Year 15-16	\$ 28,789,921.00
Attachment II-E	Fiscal Year 16-17	\$ 28,789,921.00

Service Item	Contract Payment	Number of Months	Contract Amount
One Month of Child Welfare and Related Services (7/01/12 – 5/31/13)	\$2,399,160.08	11	\$26,390,760.88
One Month of Child Welfare and Related Services (06/01/13 – 6/30/13)	\$2,399,160.12	1	\$2,399,160.12

These amounts are subject to increase, via contract amendment, according to the terms specified in paragraph C.11., Renegotiation. The Lead Agency is responsible for documenting Federal earnings and Federal earnings not documented shall be returned to the Department. The Lead Agency understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources. The Lead Agency's annual contract amount may be increased by excess federal earnings in accordance with the provisions of s. 216.181(11), F.S.

This contract is funded by the following FY 2012-13 Appropriation Line Items: 302 103034 G/A Child Protection; 336 108304 G/A Community Based Care, 351 100800 Purchase of Therapeutic Services for Children.

**b. Advance Payments**

- 1) Advance payments shall be equal to 1/12<sup>th</sup> of the current fiscal year contract value or, in the event that the fiscal year contract value is changed during the year, the advance will be equal to the fiscal year contract amount not yet paid divided by the remaining months to be paid.
- 2) Advances may be requested prior to each month of service for the entire term of the contract, subject to invoice requirements described below. Surplus advanced funds shall be temporarily invested by the Lead Agency in an insured account or an interest bearing account. In accordance with subsection 216.181(16)(b), F.S., any interest earned on advanced funds shall be returned to the Department periodically or at the end of the contract term including the time period of any renewals no later than 45 days after the end of the contract. Any interest earnings must be documented on an "Interest Earned Quarterly Report", which is incorporated herein by reference and

is maintained on the Department's website, and submitted to the Department with the monthly invoice following the quarter.

- 3) The Lead Agency shall submit all advance payment requests no later than the 20<sup>th</sup> day of the month prior to the month of service.

## 2. Cost Allocation Plan

- a. The Lead Agency shall submit a revised Cost Allocation Plan (CAP) to the Department's contract manager by July 31st of each state fiscal year. The CAP must be structured in accordance with the approved CAP Template, which is incorporated herein by reference and maintained on the Department's website. The Department will review and provide any comments within 15 days of submission. Any CAP revisions as required by the Department are to be submitted to the Department's contract manager by the date of the payment request for September. Failure to have an approved CAP by September 20<sup>th</sup>, of each state fiscal year, will result in no further payments being made until the Department approves the CAP.
- b. If a Lead Agency is requested in writing at any time during the state fiscal year to amend or revise their CAP, they shall have 20 calendar days from the date of written notification from the contract manager to submit the amended or revised CAP. The Department will review and provide written comments within 15 calendar days of submission. The Lead Agency must submit a revised CAP within 15 calendar days of the date of the Department's written response.

## 3. Invoice Requirements

The Lead Agency shall request payment monthly through the submission of a properly completed invoice. The invoice shall be on the Lead Agency's letterhead and shall be in the format described in the "CBC Invoice", which is incorporated herein by reference and is maintained on the Department's website. In addition, the following documentation is required, with each submission of an invoice:

- Prior Month "CBC Monthly Actual Expenditure Report", which is incorporated herein by reference and is maintained on the Department's website, except the June Monthly Actual Expenditure Report that shall be submitted with the "CBC Final Expenditure Report", which is incorporated herein by reference and is maintained on the Department's website.
- "Promoting Safe and Stable Families (PSSF) Monthly Match Funds Reports", which is incorporated herein by reference and is maintained on the Department's website.
- "Child Access and Visitation Grant Monthly Match Funds Report", which is incorporated herein by reference and is maintained on the Department's website.
- Prior Month ICWSIS generated Other Cost Accumulator (OCA) Summary Report or FSFN generated OCA Roll-Up Report.

Failure to submit required documentation shall cause payment to be delayed until such documentation is received. The "CBC Final Expenditure Report" for the prior FY shall be submitted on the date of the payment request for September of each FY.

- a. The Lead Agency shall submit within 30 calendar days from any amendment of a Schedule of Funds from the Department a completed "CBC Annual Budget by Service Category" and a completed "CBC Functional Budget Template", which are

incorporated herein by reference and are maintained on the Department's website in the format contained in the CBC Annual Budget by Service Category. The Department will review and provide any comments within 15 calendar days of submission. Any budget revisions as required by the Department are to be submitted to the Department's contract manager within 10 calendar days of receipt of the Department's comments. Failure to submit a completed annual budget within this time frame of each state fiscal year will result in no further payments being made until a completed annual budget is submitted to the Department.

Subject to Legislative approval of carry forward of state funds from one year to the next, a "Planned Uses of State Funds Carried Forward" which is incorporated herein by reference and is maintained on the Department's website, is due within 30 calendar days after receiving confirmation of the approved amount from the Department.

b. Budget Design and Earning Requirements:

- 1) The Lead Agency is responsible for documenting federal earnings. Federal earnings not documented shall be returned to the Department at the end of each state fiscal year. The reconciliation of federal amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the "CBC Final Expenditure Report Description" which is incorporated herein by reference and is maintained on the Department's website using the format contained in the "CBC Final Expenditure Report".
- 2) The Lead Agency is responsible for documenting state earnings for the state funds in the Independent Living Program and Maintenance Adoption Subsidies. Earnings not documented shall be returned to the Department at the end of each state fiscal year. The reconciliation of state amounts owed at the end of the state fiscal year shall be submitted by the date of the payment request for September following the instructions in the "CBC Final Expenditure Report Description" which is incorporated herein by reference and is maintained on the Department's website using the format contained in the "CBC Final Expenditure Report".
- 3) Carried Forward Funding
  - a) The Lead Agency may carry forward documented unexpended state funds from one fiscal year to the next; however, the cumulative amount carried forward may not exceed 8 percent of the contract total. Any unexpended state funds in excess of that percentage must be returned to the Department. The funds carried forward may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract. Any unexpended funds that remain at the end of the contract period shall be returned to the Department. Funds carried forward may be retained through any contract renewals and any new procurements as long as the Lead Agency is retained by the Department.
  - b) Following the end of any State Fiscal Year, the Department agrees to identify the amount of unexpended state funds. The Lead Agency agrees to submit the State Funds Carry Forward Report, which is incorporated herein by reference and is maintained on the Department's website, on a monthly basis to report on any expenditures of approved carry forward amounts. The Lead Agency agrees to submit the monthly report as a supplement to the CBC Monthly Actual

Expenditure Report when requesting payment. The submission of this report is not required if there are no unexpended state funds, or after any identified carry forward state funds have been fully expended.

- c) The Provider agrees to document the expenditure any unexpended state funds from the prior fiscal year Community-Based Care contract. The funds carried forward from a prior contract may not be used in any way that would create increased recurring future obligations, and such funds may not be used for any type of program or service that is not currently authorized by this contract. The Provider agrees to submit a separate State Funds Carry Forward Report, which is incorporated herein by reference and maintained on the Department's website, to account for those expenditures.
- 4) The budgeted amount for Section C must be equivalent to the amount identified in the Schedule of Funds (Attachment II).
- c. A new "CBC Annual Budget by Service Category" form must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds (Attachment II) or as requested by the Department. Any revisions made to the "CBC Annual Budget by Service Category" shall be subject to Department approval. The Department may also request a new "CBC Functional Budget Template". Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds (Attachment II) will result in no further payments being made until an adjusted budget is submitted to the Department.
- d. Invoice Submission and Reconciliation Schedule:

Service Month	Type of Request	Based On	Submission Date
July - August	Estimated Pay	1/6th of Fiscal Year Contract Amount	July 1
September – June	Estimated Pay	1/12 <sup>th</sup> of Fiscal Year Contract Amount	The 20 <sup>th</sup> day of the month prior to month of service

If, after the fixed payment for June services, there remains a balance in the fiscal year amount for the contract, the Lead Agency shall submit a supplemental June invoice for the balance of the fiscal year amount during the month of June.

#### 4. Service Delivery and Expenditure Documentation

The Lead Agency will maintain records that document the proper application of the cost allocation methodology as contained in the Lead Agency's Department-approved cost allocation plan.

#### 5. Expenditure Documentation

Expenditure documentation includes, but is not limited to, those expenditures that are allowable as authorized in s. 409.1671, F.S and the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

[http://www.myfloridacfo.com/aadir/reference\\_guide/reference\\_guide.pdf](http://www.myfloridacfo.com/aadir/reference_guide/reference_guide.pdf)

#### **6. Full Compensation**

This fixed price contract entitles the Lead Agency to receive full compensation for the State funded portion of the fixed contract amount upon completion of all contract deliverables. Any disputes regarding the completion of contract deliverables are subject to the provisions of section D.1., Dispute Resolution.

#### **7. Earning Federal Funds**

The Lead Agency shall perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds will result in a corresponding reduction of the total amount paid under this contract.

#### **8. Match Requirements**

- a. To receive any Federal Promoting Safe and Stable Families (PSSF) grant dollars, the Lead Agency is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The Lead Agency shall identify how the local match requirement will be met. Allowable match can be in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation, family support services, time-limited family reunification, and adoption promotion and support services. The Lead Agency must document the receipt and expenditure of the required match during each state fiscal year. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.
- b. For Lead Agencies receiving Access and Visitation Grant Funds, the Lead Agency will document the proper expenditures and required 10% local community match for the Access and Visitation Grant. A monthly match report, which identifies the amount and type of match contributed and expended, must document what services the match supported.

#### **9. Federal or State Audit**

The amount of disallowance caused by the Lead Agency's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the Department by the Lead Agency upon discovery.

#### **10. Fees**

No fees shall be imposed by the Lead Agency or subcontractors other than those set by the Department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be deposited in a manner authorized by the Department.

#### **11. Renegotiation**

The following renegotiation provisions and processes are agreed to by both parties:

- a. Subsection 409.1671(1)(a), F.S., requires the Department to transfer all available funds, including federal funds for which Lead Agencies are eligible, and the Lead Agency shall earn, and that portion of state funds which is currently associated with the services that are being furnished under this contract. The transfer must include funds appropriated and budgeted for all services and programs that have been incorporated into the project,

including all management, capital (including current furniture and equipment) and administrative funds.

- b. This contract may be renegotiated to increase the contract amount for additional budget authority supported solely by Federal earnings pursuant to the provisions of ss. 409.1671(8), F.S.
- c. This contract may be renegotiated to increase the contract amount for additional budget authority appropriated by the Legislature.
- d. As permitted by s. 409.1671, F. S., increases in the dollar amount provided for in paragraphs b) and c) above do not require a corresponding increase in service as the Lead Agency is required to provide a comprehensive continuum of child welfare services to all clients referred.
- e. The Department is obligated to pass on any additional program specific funds that are appropriated to the Department for the Lead Agency. If additional funds are obtained they may increase the fixed price for the remainder of the applicable fiscal year.
- f. Any renegotiation to the terms of this contract shall be documented via contract amendment.

## **12. Contract Renewal**

This contract may be renewed for a term not to exceed three years, or for the original term of the contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

## **13. MyFloridaMarketPlace Transaction Fee**

This contract is exempt from MyFloridaMarketPlace transaction fee in accordance with Rule 60A-1.032(1)(d), F.A.C.

## **D. SPECIAL PROVISIONS**

### **1. Dispute Resolution**

- a. The parties agree to cooperate in resolving any differences in interpreting the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face to face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Chief Executive Officer (CEO) and the Regional Managing Director/Community Development Administrator of the respective parties. Upon referral to this second step, the Chief Executive Officer (CEO) and the Regional Managing Director/Community Development Administrator shall confer in an attempt to resolve the issue.

- b. If the Regional Managing Director/Community Development Administrator and Chief Executive Officer (CEO) are unable to resolve the issue within ten (10) days, the parties' appointed representatives shall meet within ten (10) working days and select a third representative. These three representatives shall meet within ten (10) working days to seek resolution of the dispute. If the representatives' good faith efforts to resolve the dispute fail, the representatives shall make written recommendations to the Secretary who will work with both parties to resolve the dispute. The parties reserve all their rights and remedies under Florida law.
- c. The provisions of section 31 of PUR 1000 shall not apply.

## **2. Termination**

Section 30.a of the Standard Contract is deleted in its entirety, and the following language is inserted in lieu thereof:

"This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by US Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the Provider responsible for administration of the program. If either party terminates this contract without cause, that party shall coordinate a transition plan, as described in the **"CBC Expiration/Termination Transition Planning Requirements"** (dated 5/09/2011), which is incorporated herein by reference and is maintained on the Department's website at: <http://www.dcf.state.fl.us/cbc> with the other party within 30 calendar days of making such notification. This provision shall not limit the Department's ability to terminate this contract for cause according to other provisions herein."

## **3. Fidelity Insurance**

The Lead Agency shall secure a fidelity bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in Section 9 of the Standard Contract, entitled Insurance. No payment shall be made to the Provider until the fidelity bond is in place, and approved by the Department in writing. This paragraph is not applicable to Lead Agencies that are a county government.

## **4. Third Parties**

This contract shall not be construed as providing any enforceable right to any third party.

## **5. Client Files**

The Lead Agency shall ensure the Department's immediate access to client files and will supply copies of requested materials within one (1) working day of a request by the Department unless a longer time is agreed upon between the parties.

## **6. Insurance**

**The Provider shall notify the Department's contract manager within 30 calendar days if there is a modification to the terms of insurance, to include but not limited to cancellation or modification to policy limits.**

During the existence of this contract, and any renewal(s) and extension(s) of it, the Lead Agency agrees to maintain, and through contract require that its subcontractors maintain,

insurance in accordance with s. 409.1671, F.S., any subsequent amendments to the statute, and the following requirements.

- a. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate general liability coverage in accordance with s. 409.1671, F.S.
- b. The Lead Agency, and its subcontractors that are direct providers of foster care and related services to children and families, shall maintain continuous adequate professional liability insurance coverage, including coverage for abuse and neglect, with the same limits and any other requirements of the statute for general liability insurance.
- c. The Lead Agency and all of its subcontractors shall maintain continuous adequate nonowned automobile liability coverage in accordance with s. 409.1671, F.S.
- d. All Lead Agency and subcontractor policies of insurance shall be provided by insurers licensed or eligible to do business in Florida and require the insurer to give the department written notice of any intention to cancel or refuse to renew the policy at least 30 days prior to cancellation or nonrenewal.
- e. The Lead Agency shall provide, and through contract require its subcontractors to provide, the department with certificates of insurance naming the department as the certificate holder evidencing such insurance to be in full force and effect at all times during the term of the contract, attached to a certification in the following form:

I HEREBY CERTIFY to the Florida Department of Children and Families that, except to the extent explained below, the attached certificate(s) of insurance accurately and fully represent the coverage(s) and limits of coverage under the policies of insurance in effect for the period(s) set forth in the certificate(s), including:

- (i) Any sublimits of insurance limiting coverage for any particular category or risk or coverage;
- (ii) Any restrictions limiting any insurance coverage to or excluding any insurance coverage from any particular geographical area;
- (iii) Any time limits on claims reporting that may affect coverage for occurrences under listed policies;
- (iv) Any exclusions from professional liability coverage for any acts, errors, or omissions of the insured, its employees or agents in providing the services to children and families; and
- (v) Coverage of all owned autos, hired autos, and non-owned autos.

and that the listed excess or umbrella policies provide coverage in excess of the limits of all general liability, professional liability or automobile liability policies

Insert any explanation of the material provisions, exclusions, restrictions, and limits of coverage that are not readily evident on the face of the attached certificate(s):

Date \_\_\_\_\_ (signature of authorized representative)

Submission of the foregoing shall not operate as acceptance by the department of the adequacy of such policies to comply with these provisions.

**7. Venue for Any Court Action**

Venue for any court action relating to this contract is in Leon County, Florida.

**8. Governance**

The Lead Agency shall be a Florida corporation not-for-profit without voting members with a principal office located in the geographic area served by the Lead Agency. Requests for exceptions to the residential requirements of this provision shall be submitted to the contract manager and must be approved by the Secretary of the Department or designee. 100% of the policy making, management and operational control of a non-governmental Lead Agency shall be vested in a self-perpetuating Board of Directors whose membership shall be 100% community/non-partner members who reside in the geographic area served by the Lead Agency. The directors and officers of the Lead Agency shall have no business or financial ties to the Lead Agency, any of the Providers that are part of the Lead Agency's Provider network, or any suppliers that result in a personal financial gain to any director or officer.

**The Lead Agency agrees that it will comply with the Government in the Sunshine Laws of the State of Florida and that all meetings of the Children's Network Board will take place within the geographic area served by the Lead Agency. Camelot Community Care will not dissolve the Children's Network of Southwest Florida while this contract is in effect. Furthermore, Camelot Community Care will not make any changes to the Board of Directors of Children's Network of Southwest Florida while the contract with the Department of Children and Families is in effect.**

**9. Related Party Transactions and Conflict of Interest**

The Lead Agency's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Lead Agency, its staff, its Board of Directors, and its subcontractors.

**10. Sponsorship Provision**

In the event the Lead Agency or its subcontractors meet the requirements of subsection 409.1671 (11), F.S., they are exempt from the "Sponsorship" provisions (Section 18) of the Standard Contract.

**11. Pre-Service and In-Service Training for Protective**

The Lead Agency agrees to deliver pre-service and in-service training to the Department's protective investigation staff in accordance with the requirements as defined in s. 402.40 and 65C, F.A.C., Department's Child Protection Professional Certification requirements and as described in the "Pre-Service and in-Service Training for Child Welfare Professionals" (dated 02/25/2010), which is incorporated herein by reference and is maintained on the Department's website. Specific funding is identified in Attachment II of this contract for this

purpose. Any funds unexpended during any fiscal year from this fund source must be returned to the Department no later than 30 days following each fiscal year.

## 12. Emergency Preparedness

In addition to the provisions in Section 12 of the Standard Contract, the Lead Agency agrees to incorporate further provisions to their emergency preparedness plan per the Child and Family Services Improvement Act of 2006 (Public Law 109-288), as follows:

- a. identify, locate, and continue availability of services for children under state care or supervision who are displaced or adversely affected by a disaster;
- b. respond, as appropriate, to new child welfare cases in areas adversely affected by a disaster, and provide services in those cases;
- c. remain in communication with caseworkers and other essential child welfare personnel who are displaced because of a disaster;
- d. preserve essential program records; and
- e. coordinate services and share information with other states.

An updated plan shall be submitted to the contract manager on a yearly basis, commencing one year from the date of acceptance of the initial plan.

## 13. Children's Mental Health Child Welfare Wraparound Funding

The Lead Agency agrees to deliver children's mental health services with funds identified in Attachment II of this contract for this purpose. These funds, Purchase of Therapeutic Services for Children (100800), shall be used to provide non-Medicaid reimbursable wraparound services to children with severe emotional disturbance, as defined pursuant to Sec. 1912 (c) of the Public Health Services Act, as amended by Public Law 102-321. These children are victims of abuse or neglect and are in out-of-home care, or are at high risk for placement in out-of-home care. These services must be identified in the mental health treatment plan for the child or the service plan for the child as defined in s. 394.496, F.S., or the case plan for the child as described in s. 39.6011 and s. 39.6012, F.S. Any funds unexpended during any fiscal year from this fund source must be returned to the Department. To ensure the Purchase of Therapeutic Services for Children (100800) funds are being spent as required, each Community Based Care Lead Agency will comply with the "Therapeutic Services for Children (100800 Funds) Eligibility and Allowable Expenditures" (dated 6/2010) and hereby incorporated by reference, and submit semi-annual expenditure reports to their Department contract manager for the 100800 funds expended during the state fiscal year. A "Therapeutic Services for Children Purchases (100800 Funds) Semi-annual Report" (dated 6/2010) is due February 28<sup>th</sup> for the first half of the current fiscal year and August 31<sup>st</sup> for the last six months of the previous fiscal year.

## 14. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may

involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the Department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at [ig\\_complaints@dcf.state.fl.us](mailto:ig_complaints@dcf.state.fl.us). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the contract manager.

#### **15. Indemnification**

- a. Notwithstanding the provisions of Section 8 of the Standard Contract (entitled "Provider Liability and Indemnity"), the Lead Agency's obligation to indemnify, defend, and hold harmless the department shall not include the acts or omissions of any Lead Agency partner or subcontractor that is not a direct provider of foster care and related services to children and families. The Lead Agency's obligation to indemnify, defend, and hold harmless the department shall also not include damages and costs, including attorneys' fees, arising from the acts or omissions of any Lead Agency subcontractor that is a direct provider of foster care and related services to children and families to the extent that such subcontractor contractually agrees to indemnify, defend, and hold harmless the department for the subcontractor's acts or omissions. The Lead Agency remains responsible to ensure that its subcontractors providing foster care and related services indemnify, defend, and hold harmless the department.
- b. An agreement by the Lead Agency or a subcontractor of the Lead Agency to indemnify, defend, and hold harmless the department shall not waive the limits of liability of the Lead Agency or the subcontractor under subsections 409.1671(1) (h), (i), (j) and (k), F.S. Additionally, Section 8 of the standard contract (entitled "Provider Liability and Indemnity"), shall not waive the Lead Agency's immunity for the acts or omissions of its subcontractor provided in s. 409.1671(1)(h), F.S.,
- c. The obligation of the Lead Agency and any subcontractor to indemnify, defend, and hold harmless the department shall not include any loss or damages caused by the negligent acts or omissions of the department.

#### **16. Missing Children Case Closures**

The Provider shall not recommend judicial case closure for any missing child prior to his/her 18<sup>th</sup> birthday without approval from the Department's Child Legal Services and Community Development Administrator.

#### **17. Florida Based Businesses**

**The Lead Agency agrees to maximize the use of state residents, state products, and other Florida-based businesses in fulfilling their contractual duties under this contract.**

#### **18. Negotiable Items**

**The Department and the Lead Agency mutually agree to negotiate any items incorporated into this contract by reference which are not immediately available at the time of contract execution.**

#### **19. Prohibition Against Contracting with Companies on the Scrutinized List**

The Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.219.473, F.S. Pursuant to section s.287.135(5), F.S., the Department may immediately terminate this contract for cause if the Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

#### **20. Employment Eligibility Verification**

##### **a. Definitions. As used in this clause—**

- (1) “Employee assigned to the contract” means all persons employed during the contract term by the provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the provider to perform work pursuant to the contract with the department.
- (2) “Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (3) “Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.

##### **b. Enrollment and verification requirements.**

- (1) The provider shall—
  - (a) Enroll. Enroll as a provider in the E-Verify program within 30 calendar days of contract award;
  - (b) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the provider/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and
- (2) The provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.
  - (a) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the provider will be referred to a DHS or SSA suspension or debarment official.
  - (b) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the provider, then the provider must reenroll in E-Verify.

- c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- d. Individuals previously verified. The provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the provider through the E-Verify program.
- e. Individuals performing work prior to the E-verify requirement. Employees assigned to and performing work pursuant to this contract prior to February 04, 2011 do not require employment eligibility verification through E-verify.
- f. Evidence. Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.
- g. Subcontracts. The provider shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract.

**21. The Provider agrees to renegotiate the terms and conditions of Attachment I of this contract with an expected execution date of no later than September 30, 2012.**

**E. LIST OF EXHIBITS**

**Exhibit A, REPORTS**

**Exhibit B, Children's Legal Services**

**EXHIBIT A – REPORTS**

The reports identified in this Exhibit shall be completed and submitted by the Lead Agency in accordance with the listed schedule. The current required format for such reports is identified below. The contract manager will notify the Lead Agency in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Report Title	Format	Frequency of Report	Submit To
<b>ADMINISTRATIVE REPORTS</b>			
Tangible Personal Property Inventory & Disposition Report	See the Lead Agency Tangible Personal Property Requirements and the Lead Agency Personal Property Inventory & Disposition Report, which are incorporated herein by reference and is maintained on the Department's website	Must be completed for initial transfer of equipment, and annually on June 15 <sup>th</sup> thereafter	Contract Manager
Expiration/Termination Transition Plan	See Expiration/Termination Transition Planning Requirements, which is incorporated herein by reference and is maintained on the Department's website.	Within 6 months of contract execution and 6 months prior to any end date.	Contract Manager
Emergency Preparedness Plan (COOP)	Standard Contract, Sec. 30 and F.S. Ch. 252 & Attachment. I.D. 12,	30 days from execution from contract and then annually, commencing one year from date of acceptance of initial plan	Contract Manager
<b>PROGRAMMATIC REPORTS</b>			
Independent Living's My Services and Florida National Youth in Transition Database (NYTD) Surveys	See Independent Living's My Services and Florida NYTD Surveys (by age group), which are incorporated herein by reference and maintained on the department's website.	As required in the implementation document, which is incorporated herein by reference and is maintained on the department's website.	N/A Surveys are entered into statewide data base
Foster Care Recruitment Plan	Template provided by central office	Annually	Contract Manager

Status. For Lead Agencies participating in the Quality Parenting Initiative, the QPI implementation plan may be submitted in lieu of the foster care recruitment plan.			
Pre-Service / In-Service Training Calendar	Format determined by the provider	Quarterly; within 30 days after the beginning of each quarter: October 30, January 30, April 30, July 30	Contract Manager
IV-E Waiver Plan Update	As described in Attachment V	Quarterly; within 30 days after the beginning of each quarter: October 30, January 30, April 30, July 30	Contract Manager
Promoting Safe and Stable Families Narrative and Data Report	See Promoting Safe and Stable Families Narrative and Data Report, which is incorporated herein by reference and is maintained on the Department's website	Quarterly, within 30 days after the beginning of each quarter:	Contract Manager
<b>FEDERAL REPORTING &amp; QUALITY MANAGEMENT</b>			
Civil Rights Checklist	Must use Form CF 946	Annually in May, no later than May 20 <sup>th</sup> .	Contract Manager
Annual Quality Management Plan	Criteria for QM Plan content provided annually by Central Office. See "Regional Quality Assurance Plan Update – Statewide Planning Criteria" (2010/11), which is incorporated by reference and is maintained on the Department's website.	Annual review and revise as necessary, or a memo indicating no revisions are needed; by August 1.	Contract Manager
Data input from Regional QA Model reviews and special reviews	For Regional QA Model reviews : Web tools located at: <a href="http://appsl.dcf.state.fl.us.WebSecurity/login.aspx">http://appsl.dcf.state.fl.us.WebSecurity/login.aspx</a>	For Regional QA Model reviews; At least every six months, no later than January 10 and July 10	Data Submitted on line.

	For special reviews: Web tool located at: <a href="http://scfmzdw1.dcf.state.fl.us/Checkbox/Login.aspx">http://scfmzdw1.dcf.state.fl.us/Checkbox/Login.aspx</a> or as issued by Central Office.	For special reviews; as directed by memo from Central Office.	
Reports on Quality Improvement Plan Status	Template provided by the Department entitled Child Welfare Quality Improvement Plan (5/09), which is incorporated herein by reference and is maintained on the Department's website	Quarterly, within 10 days after the beginning of each quarter: October 10 January 10 April 10 July 10	Contract Manager
Quality Assurance Analysis Report	Template for CBC Annual Summary of Quality Assurance Review Findings, provided by the Department and which is incorporated herein by reference and is maintained on the Department's website	Annually, no later than July 31	Contract Manager
Deaf or Hard of Hearing Compliance Report	Web tool located at: <a href="http://fs16.formsite.com/dcfuser/form3/index.html">http://fs16.formsite.com/dcfuser/form3/index.html</a>	Monthly; 5 days after the end of the reporting month.	Copy of confirmation sent Contract Manager
Subcontracted Administrative, Financial, and Programmatic Monitoring Reports	Format determined by Provider	15 business days from completion of the monitoring report	Posted on the Document Vault: <a href="http://docvault.chronosolutions.net/Default.aspx">http://docvault.chronosolutions.net/Default.aspx</a>
Child Access and Visitation Local Service Provider Survey  Applies only to programs receiving federal grant funds	See Child Access and Visitation Local Service Provider Survey, which is incorporated herein by reference and is maintained on the Department's website.  <i>Directions for completing Report:</i> Complete the Child Access and Visitation Local Provider Survey	Quarterly: 35 days after end of the reporting period.  Annually: By October 15 <sup>th</sup> , covering previous federal fiscal year, 10/1-9/30	Contract Manager

	<p>Federal report (Word) format for Section A, B and C to include the amount of grant funds (charged to the applicable OCA) for the reporting quarter, AND.</p> <p>Complete and submit the Child Access and Visitation Local Provider Survey</p> <p>Federal report in Excel format for Section D electronically. The required excel file is generated via the Florida State University (FSU) Clearinghouse on Supervised Visitation Program Database located at <a href="https://svpdp.org">https://svpdp.org</a>.</p> <p>To obtain a login code and password for the database contact FSU Clearinghouse on Supervised Visitation, Karen Oehme at 850-644-6303.</p>		
--	---	--	--

**FISCAL REPORTS**

Semi-Annual Training Expenditure Reports	See Documentation and Reporting Requirement for Child Welfare Pre-Service and In-Service Training, which is incorporated herein by reference and is maintained on the Department's website.	Semi-Annually February 1, and August 1(or next business day)	Contract Manager
Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report	See Promoting Safe and Stable Families (PSSF) Monthly Match Funds Report Form, which is incorporated herein by reference and is maintained on the Department's website	Monthly; 20 days after the end of the reporting month.	Contract Manager

Child Access and Visitation Grant Monthly Match Funds Report (For ALL Community Based Care Lead Agencies receiving Access and Visitation federal grant funds)	See Child Access and Visitation Monthly Match Funds Report, which is incorporated herein by reference and is maintained on the Department's website.	Monthly; 20 days after the end of the reporting month.	Contract Manager
Report of Trust Fund Totals by Client	Approved by Contract Manager	Quarterly	Contract Manager
Interest Earned Quarterly Expenditure Reports	See the Interest Earned Quarterly Report format which is incorporated herein by reference and is maintained on the Department's website	Quarterly. CBC's who have opted to continue monthly interest payments do not have this reporting requirement.	Contract Manager
Cost Allocation Plan (CAP)	See the CBC Cost Allocation Template, which is incorporated herein by reference and maintained on the Department's website	Initially and by July 31st of each state fiscal year, as well as when changes warrant a modification	Contract Manager
State Funds Carry-forward Report (when carry forwards are available)	See State Funds Carry-forward Report format which is incorporated herein by reference and is maintained on the Department's website.	Shall be submitted on a monthly basis with the invoice to report on any expenditure of approved carry-forward amounts.	Contract Manager
CBC Monthly Actual Expenditure Report	See CBC Monthly Actual Expenditure Report format which is incorporated herein by reference and is maintained on the Department's website.	To be submitted monthly except the June Monthly Actual Expenditure Report that shall be submitted with the "CBC Final Expenditure Report"	Contract Manager
CBC Final Expenditure Report	See CBC Final Expenditure Report format which is incorporated herein by reference and is maintained on the Department's website.	To be submitted on the date of the payment request for September of each FY.	Contract Manager
CBC Annual Budget by Service Category	See the CBC Annual Budget by Service Category format which is incorporated herein by reference and is maintained on the Department's website.	Must be reported within 30 days from the date they receive the Schedule of Funds of each state fiscal year and when payment requests follow an	Contract Manager

		amendment that revises the Schedule of Funds	
CBC Functional Budget Template	See the CBC Functional Budget Template format which is incorporated herein by reference and is maintained on the Department's website.	Must be reported within 30 days from the date they receive the Schedule of Funds of each state fiscal year.	Contract Manager
CBC Invoice	See CBC Invoice which is incorporated by reference and maintained on the Department's website.	Monthly, by the 20 <sup>th</sup> of the month (estimated pay for the following month)	Contract Manager
Planned Uses of State Funds Carried Forward	See Planned Uses of State Funds Carried Forward (7/1/10) which is incorporated by reference and maintained on the Department's website.	Must be submitted within 30 days of receipt from Department of approved amount of state funds carry forward	Contract Manager
Report on Therapeutic Services for Children (100800 Fund) Expenditures	See Therapeutic Services for Children Purchases (100800 funds) Semi-annual Report format (June, 2010) which is incorporated by reference and maintained on the Department's website.	Must be submitted by August 31 <sup>st</sup> for July through December reporting period and February 28 <sup>th</sup> for January through June reporting period of each fiscal year.	Contract Manager

### **Exhibit B- Children's Legal Services**

The State of Florida has the responsibility of protecting children who have been abused, abandoned and/or neglected by their parents. The Children's Legal Services ("CLS") attorneys, together with the State's lead agencies, case management Providers and protective investigators, are charged with carrying out that responsibility. Children's Legal Services is the prosecution arm of the dependency system.

The CLS Model can be analogized to that of the prosecutor. Both prosecutors and CLS attorneys have a higher ethical obligation than other lawyers. Each is expected to pursue justice rather than simply seeking to prevail for their clients. CLS attorney duties are expressed in the Chapter 39 F.S., directive to ensure the health and safety of children and the integrity of families. The key partners and critical witnesses in the case are the case managers and child protective investigators who work with the children and their families through the use of family centered practice principles to provide services to help families reunify, to seek and implement other permanency options for the child, or where necessary, to work toward the termination of the parent's rights. Both are the critical eyes and ears of the attorney in the field. The case managers and child protective investigators are the experts in assessing risk and determining which clinical and/or other types of services are needed and are critical partners and witnesses in every case. Their expertise is critical to CLS attorneys in determining the proper position and recommendations made to the court.

This understanding of the role of CLS will be extremely effective in the Community-Based Care service delivery model. CLS, the Lead Agencies, the full case management Providers and the protective investigators must work together at every stage of a child's case. All must feel the urgency to ensure that the child's safety and well-being is paramount and that permanency is a constant focus. One of the most critical components of the CLS Model is true collaboration and partnership between the Department, the Lead Agencies and the Providers. All are responsible for the safety and well-being of our children.

In light of the above overview, this Exhibit sets forth responsibilities, obligations and acknowledgements of the Provider and CLS. For purposes of clarification, the terms of this Exhibit apply to any of Provider's approved subcontractors. Both the Provider and the subcontractors are collectively referred to in this Exhibit as "Provider".

The Provider and CLS agree to and acknowledge the following:

1. CLS is a statewide law firm within the Department. CLS attorneys are employed by the Department and represent the State of Florida, acting through the Department in its *parens patriae* role, in fulfilling the duties as set forth in Chapter 39, Sections 409.1451, 402.17 and 402.33, F.S. CLS's duty in representing the State is to ensure the health, safety and well-being of children and the integrity of families when they come into contact with the Department as a result of an allegation of abuse, abandonment or neglect.
2. CLS will be responsible for all legal services to be performed on behalf of the State of Florida in all Juvenile dependency and termination of parental rights proceedings governed by Chapter 39, F.S., the Florida Rules of Juvenile Procedure, Section 409.1451, F.S. governing Independent Living matters for children under eighteen (18) or otherwise properly heard in dependency court as well as all proceedings pursuant to the Florida Rules of Appellate Procedure including but not limited to: shelter hearings, mediation, adjudicatory hearings, motions pertaining to care, placement, medication, modification of placements, protective supervision, foster care, case planning, judicial reviews, termination of parental rights and appeals of cases brought pursuant to Chapter 39, F.S.
3. All documents prepared and kept by Provider are available at the request of CLS. Whenever possible, CLS shall make best efforts to make a document request in writing. The parties agree that there are no subpoena requirements associated with CLS's request of documents from the Provider.

4. At least two working days prior to the court hearing, the CLS attorney and case manager must meet to discuss any case to be heard in court. The CLS attorney and case manager will together prepare for court and will pursue all opportunities to form a unified position. In the event that a unified position is not arrived at, local escalation is encouraged up to the Managing Attorney, Community Development Administrator, case management agency supervisory staff, Lead Agency leadership and further within DCF if necessary. CLS has legal decision making authority pertaining to any dependency and termination of parental rights proceeding from inception to completion. This local escalation is specific to issues involving CLS and is to be used in place of any other dispute resolution set forth in any other agreement between the Provider and DCF. CLS attorneys and all case management personnel must operate with a sense of urgency when there is an imminent risk to a child's health and/or safety.
5. CLS does not provide legal representation to the Provider or any of its employees for any legal action but rather works in collaboration with the Lead Agency and case management staff.
6. Reasonable oral or written notification to any Provider employee involved in any dependency or termination of parental rights court proceeding shall suffice to mandate the employee's presence at that proceeding. Whenever possible, CLS's issuance of a subpoena shall not be a prerequisite to obtain the appearance of a Provider employee at such a proceeding.
7. Payment and/or provision of items in this Section are as set forth below. Costs associated with any of the following services initiated by a Department Protective Investigator as part of their investigation remain the responsibility of CLS or the Department.
  - Diligent Searches - CLS
  - Document Translations - Provider
  - Paternity Testing Services - Provider
  - Professional/Expert Witnesses - CLS
  - Depositions (including transcriptions) - CLS
  - Service of Process (Summons and Subpoena) on all witnesses, parties and other participants as determined by CLS, the court or statute (in state, out of state and out of country) - CLS
  - Publications - CLS
  - Court Records (Including transcripts from evidentiary hearings and trials) - CLS
  - Lab fees - Provider
  - Birth and Death Certificates - Provider
  - Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) affidavits - CLS
  - Home Studies - Provider
  - Interstate Compact on the Placement of Children (ICPC) Documentation Physical and psychological/psychiatric evaluations - Provider
  - Copies of all documents and reports for all required parties - Provider
8. All documents requested by CLS and prepared by the Provider including but not limited to: Judicial Review Social Study Report (JRSSRs), Pre-Disposition Studies, Family Assessments, Case Plans, Referrals, Permanency Goal Changes and Reports and Home Studies shall be in compliance with Chapter 39, F.S. and the Juvenile Rules of Procedure, and shall be fully completed at least ten (10) working days prior to hearing for review and/or filing.

9. For review and discovery purposes, CLS will have access to Provider's entire case file, and any additions or updates which are added throughout all stages of a dependency and termination of parental rights cases. The Provider shall immediately notify CLS of any discovery request pertaining to a dependency or termination of parental rights proceeding made to the Provider for any information or materials maintained by the Provider and CLS shall comply with all discovery requests.
10. The Provider shall be responsible for ensuring that the assigned CLS attorney receives timely copies of all reports, narratives, studies, psychological and psychiatric reports, Independent Living assessments, notices and accountings concerning Client Trust Funds as required by Florida law, as well as copies of any and all other documents resulting from or relating to the cases and investigation(s) which are the subject matter of each file. Timely receipt in this context shall mean on or before the time requirements contained in this Exhibit, Chapter 39 F.S. Juvenile Rules of Procedure, and the Florida Administrative Code.
11. In order to maintain the confidentiality of CLS's legal opinions, mental impressions, conclusions or theories regarding litigation and commentary regarding litigation as privileged work product , the Provider shall require all case managers and supervisors as well as appropriate quality assurance personnel to attend trainings provided by CLS regarding attorney work product. After training has been provided by CLS, the Provider will create appropriate protocols, if necessary. The Provider agrees to take appropriate corrective action in the event that the Provider becomes aware of any practice or instance contrary to the CLS training regarding work product. CLS shall also maintain necessary protocols in all discussions with case managers and in the preparation of case strategies to ensure confidentiality for the Provider as is referenced above for CLS. Nothing in this section shall contravene any provision of Florida Public Records Law or Chapter 39, F.S.
12. To the extent possible, all necessary staffings should be inclusive of the family and be scheduled in accordance with the necessary parties' availability. Locally, CLS attorneys will make all efforts to be available for all staffings. The Provider shall ensure that the CLS attorney receives reasonable advance notice of all scheduled staffings for a child.
13. The Provider and CLS shall ensure that all employees arrive promptly and are prepared for all court hearings. The use of case managers and/or CLS attorneys not assigned to a case for courtroom appearances is strongly discouraged. Proper courtroom attire is mandatory.
14. Prior to any request for CLS to prepare a motion and order for extraordinary medical care and treatment such as prescribing psychotropic medication, the Provider shall use all reasonable efforts to assist the prescribing physician in obtaining written express and informed consent for the provision of the required psychotropic medication or treatment from a biological parent or legal custodian.
15. In the event the Provider determines their inability to comply with a court order, the Provider shall immediately provide written notification to the CLS attorney as well as a detailed written explanation as to why the Provider is unable to comply. As a courtesy and at the request of the Provider, CLS may notify the court of the Provider's inability to comply and request adequate relief or stay from the court if CLS is of the legal opinion that the circumstances justify such relief or stay. If CLS is not of such legal opinion, it shall timely notify the Provider so it may determine how to represent its interest before the court. CLS will ensure all court orders are received by the Provider timely so the Provider is aware of what has been ordered by the Court.
16. The Provider shall provide CLS with the physical address for all known parents and shall be responsible for attesting to the completed Diligent Search Affidavit. **As referenced in Attachment I to Contract #HJ300, paragraph B.7.a.16) between Children's Network of Southwest Florida,**

**L.L.C., and the Department of Children and Families, all diligent searches shall be conducted by the Department.**

17. In an effort to expedite adoptions, CLS and the Provider will work together and share all necessary information regarding the status of all adoptions. The Provider shall be responsible for meeting all requirements regarding adoptions as set forth in Chapter 63, F.S., as well as any other CLS requirements such as completion of adoption clearance forms for CLS review. The Provider is also responsible for presentation of all potential adoptions to the Adoption Review Committee when the adoption process has identified issues for resolution according to Rule 65C-16.005, FAC.
18. Subsequent to a training provided by CLS, whenever it appears that a child in out-of-home care has a possible need for attorney representation in a specific legal issue outside the scope of the dependency system, the Provider will use reasonable efforts to work together with CLS to identify and assess the legal need in a timely fashion to protect the child's legal rights prior to the expiration of any deadline imposed by a notice, summons or other document provided to the child or the child's caretaker or case manager. Examples of potential legal needs include but are not limited to: education (including services for homeless students under the McKinney-Vento Act), school discipline, special education, Social Security (including denial or termination of benefits and overpayments), personal injuries and medical malpractice, juvenile delinquency, adult arrests and/or prosecutions, life insurance and probate matters, Medicaid coverage and services denials. When made aware of the issue, CLS will, through contacts with legal aid services, help provide the child with access to a pro bono attorney to represent the child in the matter identified.

In the event that a Memorandum of Understanding or other agreement that sets forth obligations between CLS and the Provider exists and contradicts this Exhibit in any way, the terms and conditions of this Exhibit and this Attachment shall govern.

**Attachment II-A**  
**CBC Schedule of Funds**  
**Children's Network of Southwest Florida, L.L.C.. - Contract# HJ300**

**FY 2012-13 Use Designation - As of 7/1/2012**

<b>Sections A and B</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources	Multiple			22,304,279
<b>Subtotal Sections A and B</b>				<b>22,304,279</b>
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS PRAIA			4,589,580
Independent Living Services - Chafee Administration Eligible and Other	CHOAT/CHT0T KRE00/CHF0T KRLE0	81,719	20,430	102,149
Chafee Road to Independence - Scholarship	CHFSS	73,814	18,453	92,267
Chafee, ETV, Road to Independence	ETVSS/ETV0T	86,744	21,686	108,430
All State Funded Independent Living Services	KRI00/SFAGO SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRL10		536,525	536,525
Medicaid Administration	PR005	89,061	89,061	178,122
State Access and Visitation	PRSAV	29,683	2,001	31,684
SSFA Family Preservation	PRE04	119,507		119,507
SSFA Family Support	PRE06	111,017		111,017
SSFA Time Limited Reunification	PRE11	83,727		83,727
SSFA Adoption	PRE12	108,206		108,206
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		424,428	424,428
Casey Foundation Funding - Foster Care Redesign	PRFCR		-	-
Casey Foundation State Funded- Foster Care Redesign	CFRSF		-	-
Special Projects				-
<b>Subtotal Section C</b>				<b>6,485,642</b>
<b>Total All Fund Sources</b>				<b>28,789,921</b>

**Attachment II-B**  
**CBC Schedule of Funds**  
**Children's Network of Southwest Florida, L.L.C.. - Contract# HJ300**  
**FY 2013-14 Use Designation - As of 7/1/2012**

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			22,304,279
<b>Subtotal Sections A and B</b>				<b>22,304,279</b>
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 W0006/39MAS PRAIA			4,589,580
Independent Living Services - Chafee Administration Eligible and Other	CHOAT/CHTOT KRE00/CHF0T KRLE0	81,719	20,430	102,149
Chafee Road to Independence - Scholarship	CHFSS	73,814	18,453	92,267
Chafee, ETV, Road to Independence	ETVSS/ETV0T	86,744	21,686	108,430
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRLI0		536,525	536,525
Medicaid Administration	PR005	89,061	89,061	178,122
State Access and Visitation	PRSAV	29,683	2,001	31,684
SSFA Family Preservation	PRE04	119,507		119,507
SSFA Family Support	PRE06	111,017		111,017
SSFA Time Limited Reunification	PRE11	83,727		83,727
SSFA Adoption	PRE12	108,206		108,206
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		424,428	424,428
Casey Foundation Funding - Foster Care Redesign	PRFCR		-	-
Casey Foundation State Funded-Foster Care Redesign	CFRSF		-	-
Special Projects				-
<b>Subtotal Section C</b>				<b>6,485,642</b>
<b>Total All Fund Sources</b>				<b>28,789,921</b>

**Attachment II-C**  
**CBC Schedule of Funds**  
**Children's Network of Southwest Florida, L.L.C.. - Contract# HJ300**  
**FY 2014-15 Use Designation - As of 7/1/2012**

Sections A and B	Other Cost Accumulators	Federal	State	Total
Other Fund Sources	Multiple			22,304,279
<b>Subtotal Sections A and B</b>				<b>22,304,279</b>
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS PRAIA			4,589,580
Independent Living Services - Chafee Administration Eligible and Other	CH0AT/CHTOT KRE00/CHF0T KRLE0	81,719	20,430	102,149
Chafee Road to Independence - Scholarship	CHFSS	73,814	18,453	92,267
Chafee, ETV, Road to Independence	ETVSS/ETV0T	86,744	21,686	108,430
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRL10		536,525	536,525
Medicaid Administration	PR005	89,061	89,061	178,122
State Access and Visitation	PRSAV	29,683	2,001	31,684
SSFA Family Preservation	PRE04	119,507		119,507
SSFA Family Support	PRE06	111,017		111,017
SSFA Time Limited Reunification	PRE11	83,727		83,727
SSFA Adoption	PRE12	108,206		108,206
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		424,428	424,428
Casey Foundation Funding - Foster Care Redesign	PRFCR		-	-
Casey Foundation State Funded-Foster Care Redesign	CFRSF		-	-
Special Projects			-	-
<b>Subtotal Section C</b>				<b>8,485,642</b>
<b>Total All Fund Sources</b>				<b>28,789,921</b>

**Attachment II-D**  
**CBC Schedule of Funds**  
**Children's Network of Southwest Florida, L.L.C.. - Contract# HJ300**  
**FY 2015-16 Use Designation - As of 7/1/2012**

<b>Sections A and B</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources	Multiple			22,304,279
<b>Subtotal Sections A and B</b>				<b>22,304,279</b>
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 WO006/39MAS PRAIA			4,589,580
Independent Living Services - Chafee Administration Eligible and Other	CHOAT/CHT0T KRE00/CHF0T KRLE0	81,719	20,430	102,149
Chafee Road to Independence - Scholarship	CHFSS	73,814	18,453	92,267
Chafee, ETV, Road to Independence	ETVSS/ETV0T	86,744	21,686	108,430
All State Funded Independent Living Services	KRI00/SFAG0 SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRL10		536,525	536,525
Medicaid Administration	PR005	89,061	89,061	178,122
State Access and Visitation	PRSAV	29,683	2,001	31,684
SSFA Family Preservation	PRE04	119,507		119,507
SSFA Family Support	PRE06	111,017		111,017
SSFA Time Limited Reunification	PRE11	83,727		83,727
SSFA Adoption	PRE12	108,206		108,206
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		424,428	424,428
Casey Foundation Funding - Foster Care Redesign	PRFCR		-	-
Casey Foundation State Funded-Foster Care Redesign	CFRSF		-	-
Special Projects				-
<b>Subtotal Section C</b>				<b>6,485,642</b>
<b>Total All Fund Sources</b>				<b>28,789,921</b>

**Attachment II-E**  
**CBC Schedule of Funds**  
**Children's Network of Southwest Florida, L.L.C.. - Contract# HJ300**  
**FY 2016-17 Use Designation - As of 7/1/2012**

<b>Sections A and B</b>	<b>Other Cost Accumulators</b>	<b>Federal</b>	<b>State</b>	<b>Total</b>
Other Fund Sources	Multiple			22,304,279
<b>Subtotal Sections A and B</b>				<b>22,304,279</b>
<b>Section C</b>				
Maintenance Adoption Subsidies and Non Recurring Expenses	WR001/MP000 W0006/39MAS PRAIA			4,589,580
Independent Living Services - Chafee Administration Eligible and Other	CHOAT/CHTOT KRE00/CHFOT KRLE0	81,719	20,430	102,149
Chafee Road to Independence - Scholarship	CHFSS	73,814	18,453	92,267
Chafee, ETV, Road to Independence	ETVSS/ETV0T	86,744	21,686	108,430
All State Funded Independent Living Services	KRI00/SFAGO SFSIL/SF0SS SFTRB/SFT0T SFSRA/SF0AT KRL10		536,525	536,525
Medicaid Administration	PR005	89,061	89,061	178,122
State Access and Visitation	PRSAV	29,683	2,001	31,684
SSFA Family Preservation	PRE04	119,507		119,507
SSFA Family Support	PRE06	111,017		111,017
SSFA Time Limited Reunification	PRE11	83,727		83,727
SSFA Adoption	PRE12	108,206		108,206
PI Training	BAT00	-	-	-
Children's Mental Health CW Wraparound Funding	19MCB		424,428	424,428
Casey Foundation Funding - Foster Care Redesign	PRFCR		-	-
Casey Foundation State Funded-Foster Care Redesign	CFRSF		-	-
Special Projects				-
<b>Subtotal Section C</b>				<b>6,485,642</b>
<b>Total All Fund Sources</b>				<b>28,789,921</b>

ATTACHMENT III

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Redacted]

7-10-12

Date

NADEREEN Salim

Name of Authorized Individual

HJ300

Application or Contract Number

Children's Network of SW FL 2232 Atlantic Ave, Fort Myers FL 33901

Name and Address of Organization

## ATTACHMENT IV

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

### **AUDITS**

#### ***PART I: FEDERAL REQUIREMENTS***

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements

should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

**Single Audit Information for Recipients of Recovery Act Funds:**

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and the first characters in Item 9d of Part III on the SF-SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**PART II: STATE REQUIREMENTS**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a

copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

### **PART III: REPORT SUBMISSION**

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

**A. Contract manager for this contract (1 copy)**

Carolyn M. Noble  
Department of Children & Families  
2295 Victoria Avenue  
Fort Myers, FL 33901

**B. Department of Children & Families ( 1 electronic copy and management letter, if issued )**

Office of the Inspector General  
Single Audit Unit  
Building 5, Room 237  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700  
Email address: [single\\_audit@dcf.state.fl.us](mailto:single_audit@dcf.state.fl.us)

**C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by**

Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

#### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.

**Exhibit 1 to Attachment IV**

**POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE**

**PROVIDER NAME :**

**CONTRACT #**

**PURPOSE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

**I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars).**

**II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**A. MATCHING FUNDS FOR FEDERAL PROGRAMS:**

**State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.**

**B. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at [www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html](http://www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html).**

**C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:**

**Compliance requirements applicable to these funds can be found in the contract.**

## ATTACHMENT V

### TITLE IV-E WAIVER STATEMENT OF ASSURANCES

The Lead Agency agrees to the applicable Terms and Conditions of the State of Florida's WAIVER AUTHORITY (dated April 3, 2006) which is incorporated herein by reference and maintained on the department's website. The Waivers are for the following provisions of the Social Security Act and Program Regulations are provided to the State of Florida to operate a child welfare demonstration project:

- Section 472 (a) – Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.
- Section 474(a)(1) – Regarding the calculation of payments to States for foster care maintenance expenses.
- Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3) – Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.
- All waivers are granted only to the extent necessary to accomplish the project as described in the Terms and Conditions.

The Lead Agency agrees that its compliance with the Terms and Conditions referenced above is fundamental to the implementation of the Waiver authority. The Lead Agency recognizes that failure to operate the demonstration as approved and according to Federal and State statutes and regulations may result in withdrawal of waiver authority

### OVERALL GOALS OF THE WAIVER

The Lead Agency agrees that in implementing the authorized services under the Waiver Terms and Conditions the overall goal is based on the ability to increase the array, intensity and accessibility of child welfare services that improve safety, permanency, and well-being outcomes for children who are in or at risk of entering out-of-home placement. The Lead Agency agrees that the overall goals of the waiver demonstration are to:

- Improve child and family outcomes through the flexible use of title IV-E funds;
- Provide a broader array of community-based services, and increase the number of children eligible for services; and
- Reduce administrative costs associated with the provision of child welfare services by removing current restrictions on title IV-E eligibility and on the types of services that may be paid for using title IV-E funds.

The Lead Agency agrees to maintain the contractually required contact between case managers and children and their families and source documentation that provides a mechanism for regular review of progress towards achieving each child and family's safety, well-being, and permanency goals.

The Lead Agency agrees to expand the array of community-based services and programs using title IV-E funds as outlined in the Waiver Terms and Conditions. Expanded services, supports, and programs may include, but are not limited to:

- Early intervention services in situations of developing family need to prevent crises that jeopardize child safety and well-being;
- One-time payments for goods or services that reduce short-term family stressors and help divert children out-of-home placement (e.g., payments for housing, child care, etc.);
- Evidence-based, interdisciplinary, and team-based in-home services to prevent out-of-home placement;
- Services that promote expedited permanency through reunification when feasible, or other permanency options as appropriate;
- Enhanced training for child welfare staff and supervisors in service delivery and supervisory practices;
- Improved needs assessment practices that take into account the unique circumstances and characteristics of children and families; and
- Long term supports for families to prevent placement recidivism.

#### **DOCUMENTATION AND REPORTING REQUIREMENTS**

- The Lead Agency agrees to document progress of implementation on a monthly basis including a basic update on the status of activities or tasks implemented as part of the IV-E Waiver Demonstration and any problems encountered that may have an impact on the implementation of the desired services
- The Lead Agency agrees to all financial reporting requirements as described in this contract.
- During FY 2011-12, the lead agency agrees to continue to collect Title IV-E eligibility information through a simplified eligibility protocol and checklist. This eligibility determination information will be used so that all children will have an updated eligibility determination prior to the end of the Title IV-E Waiver Demonstration.

#### **EVALUATION**

The Lead Agency agrees to cooperate with the independent evaluator and assures the provision of all data and information required by the federally approved Evaluation Plan.

This ASSURANCE is a material representation of fact upon which reliance was placed when this contract was made or entered into.

---

Signature

---

Date

---

Name of Authorized Individual

---

Contract Number

---

Name and Address of Organization

ATTACHMENT VI  
VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: Childrens Network of Southwest Florida  
Vendor FEIN: 20-4968228  
Vendor's Authorized Representative Name and Title: Nadereh Salim, CEO  
Address: 2232 Attamont Ave  
City: Ft Myers State: FL Zip: 33901  
Phone Number: 239-226-1524  
Email Address: N.Salim@cnswf1.org

SECTION 287.135, FLORIDA STATUTES, PROHIBITS AGENCIES FROM CONTRACTING WITH COMPANIES, FOR GOODS OR SERVICES OVER \$1,000,000, THAT ARE ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST. FLORIDA STATUTES.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST. I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS.

CERTIFIED BY: \_\_\_\_\_

WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.

Authorized Signature Print Name and Title

Nadereh Salim, CEO



ATTACHMENT VII  
Certification of  
Executive Compensation Reporting Requirements

The Federal Funding Accountability and Transparency Act (FFATA) requires that certain information pertaining to federal awards (federal financial assistance and expenditures) be made available to the public. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, direct orders, task orders, and delivery orders. Organizations meeting the Reporting Criteria listed below must disclose the total compensation of their five most highly paid executives.

**Reporting Criteria:** During the preceding fiscal year the organization identified below received more than \$25 million in total federal funding, AND the federal funds received during that fiscal year accounted for more than 80% of the Provider's annual gross revenue.

1. NS as an authorized representative of

Children's Network of Southwest Florida

[check which statement applies]

Is required to report Executive Compensation in compliance with FFATA.  
 Is not required to report Executive Compensation in compliance with FFATA.

**Exemption:**

The organization is exempt from reporting executive compensation information if [check if applicable]:

The public already has access to this information about the compensation of the executives of this organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 8104 of the Internal Revenue Code of 1986.

The undersigned certifies the foregoing information is accurate and complete to the best of his or her knowledge and belief.



7-18-12

Date

Children's Network  
Name of Authorized Individual (print)

CEO  
Position Title of Authorized Individual

Provider's DUNS Number: \_\_\_\_\_

Contract Number: HJ300

Even if you are not subject to executive compensation reporting, you must also complete the top part of page 2 of this form. To report the executive compensation information required by FFATA, complete the bottom part and sign page 2 of this form.

According to federal law FFATA information must be reported to the Department of Children and Families not later than the end of the month following the month during which an award in excess of \$25,000 of federal funds was made to your organization, or during which a lesser amount was awarded but the cumulative value of funds made pursuant to this and previous awards exceeds \$25,000.



## Certification of Executive Compensation Reporting Requirements

Provider Name: \_\_\_\_\_

Provider Address: \_\_\_\_\_  
\_\_\_\_\_

Zip plus four is required

Contract No.: \_\_\_\_\_ Total Amount: \$ \_\_\_\_\_

Total Amount of Federal Funds in contract: \$ \_\_\_\_\_

Contract Beginning Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

CFDA Number: \_\_\_\_\_ Provider's DUNS Number: \_\_\_\_\_

City, State and Zip plus four of  
Principal Place of Performance: \_\_\_\_\_

### Provider's Top 5 Most Highly Compensated Executives & Compensation Information

Full Name	Position Title	Total Annual Compensation Amount

\*Total compensation\* means the cash and noncash dollar value earned by the executive during the entity's preceding completed fiscal year and includes the following (for more information see 17 CFR 229.403(c)(2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which is not tax-qualified.
- (vi). Other compensation, if the aggregate value of all such other compensation for the executive exceeds \$10,000. Examples of other compensation are severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The undersigned certifies, to the best of his or her knowledge and belief, that the information provided above to satisfy the Executive Compensation Reporting Requirement is complete and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual (print)

\_\_\_\_\_  
Position Title of Authorized Individual

Page 2 of 2



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DI

DATE (MM/DD/YYYY)

06/01/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard-Clearwater 101 Starcrest Drive P O Box 6090 Clearwater, FL 33758-6090 Eric Beck	727-447-6481  727-449-1267	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CAMEL-6	FAX (A/C. No.):
INSURED Camelot Community Care, Inc. Mike DiBrizzi 4910-D Creekside Drive Clearwater, FL 33760		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Interstate Fire & Casualty Co	NAIC # 22829
		INSURER B: Bridgefield Employers Ins Co	10701
		INSURER C: National Indmn Co of the South	42137
		INSURER D: Travelers Cas & Surety Co of	31194
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  X CLAIMS-MADE <input type="checkbox"/> OCCUR  X Retro Date 4/8/03  X H&NO Auto \$1MII  GENL AGGREGATE LIMIT APPLIES PER  X POLICY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC	X	GL1160116401	04/12/12	04/12/13	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						Emp Ben.	\$ 1,000,000
C	AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS  X SCHEDULED AUTOS  HIRED AUTOS  NON-OWNED AUTOS		74FL2011R05	04/12/12	04/12/13	COMBINED SINGLE LIMIT (Ex accident)	\$ 1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB  X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE  X RETENTION \$		XSP110042201	04/12/12	04/12/13	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N  (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0830-45095	05/15/12	05/15/13	X WC STATUTORY LIMITS	OTH. ER.
						E/L EACH ACCIDENT	\$ 1,000,000
						E/L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E/L DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional/Abuse		ASC-100256601	04/12/12	04/12/13	Limits	\$1MIL/\$3MIL
D	Employee Dishonest		105600006	04/12/12	04/12/13	Limits	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY, PROFESSIONAL LIABILITY, SEXUAL & PHYSICAL ABUSE SUBJECT TO ALL TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.

## CERTIFICATE HOLDER

## CANCELLATION

FLORIDA  FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES 1317 WINWOOD BLVD TALLAHASSEE, FL 32399	FLORIDA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE	

© 1988-2009 ACORD CORPORATION.

EXHIBIT

C



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BV

DATE (MM/DD/YYYY)

05/13/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard-Clearwater 101 Starcrest Drive P O Box 6090 Clearwater, FL 33758-6090 Eric Beck Adam Bouchard, AAI	727-447-6481 727-449-1267	CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CAMEL-6	FAX (A/C. No.):
INSURED Camelot Community Care, Inc. Children's Network of Southwest Florida, LLC 4910-D Creekside Drive Clearwater, FL 33760	INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Company 41297 INSURER B : Interstate Fire & Casualty Co 22829 INSURER C : Bridgefield Employers Ins Co 10701 INSURER D : Travelers Indemnity Co of Amer 25666 INSURER E : INSURER F :		

COVERAGEs		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		OPS0062115	04/12/13	04/12/14	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000
D	AUTOMOBILE LIABILITY		BA0D821552	04/12/13	04/12/14	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS					BODILY INJURY (Per person) \$
B	UMBRELLA LIAB		XLS0086247	04/12/13	04/12/14	BODILY INJURY (Per accident) \$
	X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$
C	DEDUCTIBLE		083045095	05/15/13	05/15/14	AGGREGATE \$
	X RETENTION \$					EACH OCCURRENCE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N/A	OPS0062115 OPS0062115	04/12/13 04/12/13	04/12/14 04/12/14	AGGREGATE \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		OPS0062115	04/12/13	04/12/14	Limits \$1MIL/\$3MIL
A	Abuse/Molestation		OPS0062115	04/12/13	04/12/14	Limits \$1MIL/\$3MIL
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

CERTIFICATE HOLDER		DEPT/CHI		CANCELLATION	
DEPT OF CHILDREN AND FAMILIES JAMES TAYLOR, CONTR.MGR. BUILDING 2 ROOM 401B 1317 WINEWOOD BLVD TALLAHASSEE, FL 32399-0700				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
				AUTHORIZED REPRESENTATIVE 	

© 1988-2009 ACORD CORPORATION. All rights reserved.

Client#: 14577

CAMELOT

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Bouchard Insurance (CLW)  
101 N Starcrest Dr.  
Clearwater, FL 33765  
727 447-6481

CONTACT NAME:	
PHONE (A/C, No, Ext):	727 447-6481
FAX (A/C, No):	727 449-1267
E-MAIL ADDRESS:	
clcerts@bouchardinsurance.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A:	Arch Specialty Insurance Compan
	21199
INSURER B:	Nautilus Insurance Company
	17370
INSURER C:	Bridgefield Employers Ins Co
	10701
INSURER D:	Philadelphia Indemnity Ins Co
	18058
INSURER E:	
INSURER F:	

## INSURED

Camelot Community Care, Inc.  
4910-D Creekside Drive  
Clearwater, FL 33760

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUB INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	FLP005837700	04/12/2015	04/12/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE <input type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
D	AUTOMOBILE LIABILITY		PHPK1321356	04/12/2015	04/12/2016	COMBINED SINGLE LIMIT (Each occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	ANY AUTO ALL OWNED AUTOS X HIRED AUTOS	X SCHEDULED AUTOS X NON-OWNED AUTOS				
B	UMBRELLA LIAB	OCCUR	CFX1000167P2	04/12/2015	04/12/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	X EXCESS LIAB	X CLAIMS-MADE				
	DED <input type="checkbox"/> RETENTION \$0					
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	083045095	05/15/2014	05/15/2015	X WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab	Y	FLP005837700	04/12/2015	04/12/2016	\$1,000,000/\$3,000,000
A	Abuse/Molestation	Y	FLP005837700	04/12/2015	04/12/2016	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES 1317 WINWOOD BLVD TALLAHASSEE, FL 32399-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD<sup>®</sup> CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)  
4/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:
Bouchard Insurance (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481		PHONE (A/C, No, Ext): 727 447-6481
		FAX (A/C, No): 727 449-1267
		E-MAIL ADDRESS: cicerts@bouchardinsurance.com
INSURED		INSURER(S) AFFORDING COVERAGE
Camelot Community Care, Inc. 4910-D Creekside Drive Clearwater, FL 33760		INSURER A: Arch Specialty Insurance Company
		INSURER B: Nautilus Insurance Company
		INSURER C: Bridgefield Employers Ins Co
		INSURER D: Philadelphia Indemnity Ins Co
		INSURER E:
		INSURER F:
		NAIC #
		21199
		17370
		10701
		18058

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY  <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	FLP005837701	04/12/2016	04/12/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex. Occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LDC					
D	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK1479671	04/12/2016	04/12/2017	COMBINED SINGLE LIMIT (Ex. accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB  <input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	CFX1000167P2	04/12/2016	04/12/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	DED. <input checked="" type="checkbox"/> RETENTION \$0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	083045095	05/15/2015	05/15/2016	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab	Y	FLP005837701	04/12/2016	04/12/2017	\$1,000,000/\$3,000,000
A	Abuse/Molestation	Y	FLP005837701	04/12/2016	04/12/2017	\$1,000,000/\$3,000,000
						RETRO: 04/08/2003

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES 1317 WINEWOOD BLVD TALLAHASSEE, FL 32399-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

© 1988-2010 ACORD CORPORATION. All rights reserved.

Client#: 14577

CAMELOT

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C. No. Ext): 727 447-6481		FAX (A/C. No.): 727 449-1267
	E-MAIL ADDRESS: clcerts@bouchardinsurance.com		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Arch Specialty Insurance Compan		21199
	INSURER B: Nautilus Insurance Company		17370
	INSURER C: Bridgefield Employers Ins Co		10701
	INSURER D: Philadelphia Indemnity Ins Co		18058
	INSURER E:		
	INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	FLP005837701	04/12/2016	04/12/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE <input type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
D	AUTOMOBILE LIABILITY		PHPK1479671	04/12/2016	04/12/2017	COMBINED SINGLE LIMIT (Ex accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	ANY AUTO ALL OWNED AUTOS X HIRED AUTOS	X SCHEDULED AUTOS X NON-OWNED AUTOS				
B	UMBRELLA LIAB X EXCESS LIAB	X OCCUR X CLAIMS-MADE	CFX1000167P2	04/12/2016	04/12/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	DED <input type="checkbox"/> RETENTION \$0					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	083045095	05/15/2016	05/15/2017	X WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab	Y	FLP005837701	04/12/2016	04/12/2017	\$1,000,000/\$3,000,000
A	Abuse/Molestation	Y	FLP005837701	04/12/2016	04/12/2017	\$1,000,000/\$3,000,000 RETRO: 04/08/2003
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
(See Attached Descriptions)						

CERTIFICATE HOLDER

CANCELLATION

FLORIDA DEPARTMENT OF CHILDREN  
AND FAMILIES  
1317 WINEWOOD BLVD  
TALLAHASSEE, FL 32399-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481		FAX (A/C, No): 727 449-1267
Bouchard Insurance (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481		E-MAIL ADDRESS: c1certs@bouchardinsurance.com		
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #
Camelot Community Care, Inc. (see below for all named insured's) 4910-D Creekside Drive Clearwater, FL 33760		INSURER A : Arch Specialty Insurance Compan		21199
		INSURER B : Nautilus Insurance Company		17370
		INSURER C : Bridgefield Employers Ins Co		10701
		INSURER D : Philadelphia Indemnity Ins Co		18058
		INSURER E :		
		INSURER F :		

COVERAGE		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTY	TYPE OF INSURANCE	ADDL INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	FLP005837701	04/12/2016	04/12/2017	EACH OCCURRENCE \$1,000,000
	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ex occurrence) \$300,000
D	AUTOMOBILE LIABILITY		PHPK1479671	04/12/2016	04/12/2017	GENERAL AGGREGATE \$3,000,000
	ANY AUTO ALL OWNED AUTOS X HIRED AUTOS					PERSONAL & ADV INJURY \$1,000,000
B	UMBRELLA LIAB		CFX1000167P2	04/12/2016	04/12/2017	PRODUCTS - COMP/OP AGG \$3,000,000
	X EXCESS LIAB					COMBINED SINGLE LIMIT (Ex accident) \$1,000,000
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	N/A	083045095	05/15/2016	05/15/2017	E.L. EACH ACCIDENT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$1,000,000
A	Professional Liab	Y	FLP005837701	04/12/2016	04/12/2017	\$1,000,000/\$3,000,000
A	Abuse/Molestation	Y	FLP005837701	04/12/2016	04/12/2017	\$1,000,000/\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured's Include: Camelot Community Care, Inc., Childrens Network of Southwest Florida, LLC and Bright Future for Families, Inc.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES 1317 WINEWOOD BLVD TALLAHASSEE, FL 32399-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

© 1988-2010 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

### NOTICE:

Bouchard Insurance is required to comply with the licensing agreement we hold with ACORD. ACORD, in conjunction with the Department of Insurance, creates and enforces the rules and regulations pertaining to proper use of the Certificate of Liability Insurance form.

We are required to mark a Y next to the line of business in which the Additional Insured or Waiver of Subrogation coverage applies. According to ACORD, the Description of Operations section must be limited to describing information necessary to identify the operations, locations and vehicles for which the certificate was issued. Please note the Description of Operations section of the Certificate cannot be used to add additional information except as just described. Marking a Y next to the line of business adequately documents coverage. Equally important, it satisfies the rules and regulations governing the proper use of the Certificate of Liability Insurance form.

Certificate is a reflection of the current coverages provided for the insured. Limits and coverages are afforded to the certificate holder only if required by written contract.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481		FAX (A/C, No): 727 449-1267
Bouchard Insurance (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481		E-MAIL ADDRESS: clcerts@bouchardinsurance.com		
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #
Camelot Community Care, Inc. 4910-D Creekside Drive Clearwater, FL 33760		INSURER A: Evanston Insurance Company		35378
		INSURER B: Wesco Insurance Company		25011
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		Y	FITGL338232016	04/12/2017	06/01/2017	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (ea occurrence)	\$300,000
	X CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			FITAU338232016	04/12/2017	06/01/2017	COMBINED SINGLE LIMIT (ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	X	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	X HIRED AUTOS	X	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB		OCCUR	FITXS338232016	04/12/2017	06/01/2017	EACH OCCURRENCE	\$1,000,000
	X EXCESS LIAB	X	CLAIMS-MADE				AGGREGATE	\$1,000,000
	DED <input type="checkbox"/> X RETENTION \$0							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			FITWC338232016	05/15/2017	06/01/2017	X WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N	Y/N				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Abuse&Molestation			FITGL338232016	04/12/2017	06/01/2017	\$1,000,000/\$3,000,000	
A	Professional Liab			FITGL338232016	04/12/2017	06/01/2017	\$1,000,000/\$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*Current 05/15/2016-05/15/2017 Workers Comp Policy #083045095 Written Through Bridgefield

Certificate holder is additional insured as respects General Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

Named Insured's Include: Camelot Community Care, Inc., Children's Network of Southwest Florida, LLC and Bright Future for Families, Inc.

CERTIFICATE HOLDER		CANCELLATION	
FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES 1317 WINEWOOD BLVD TALLAHASSEE, FL 32399-0000		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	
			

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): 727 447-6481	FAX (A/C, No): 727 449-1267
Bouchard Insurance (CLW) 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	E-MAIL ADDRESS: clcerts@bouchardinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A : Market Global Reinsurance Company	
	NAIC # 10829	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  X CLAIMS-MADE <input type="checkbox"/> OCCUR	Y	FITGL338232017	06/01/2017	06/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		FITAU338232017	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$0		FITXS338232017	06/01/2017	06/01/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N	FITWC338232017	06/01/2017	06/01/2018	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		FITGL338232017	06/01/2017	06/01/2018	\$1,000,000/\$3,000,000
A	Abuse&Molestation		FITGL338232017	06/01/2017	06/01/2018	\$1,000,000/\$3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
Certificate Holder is an additional insured with respect to general liability including ongoing and completed operations, where required by written contract and subject to the terms, conditions and exclusions of the policy.						
Named Insured's Include: Camelot Community Care, Inc., Children's Network of Southwest Florida, LLC and Bright Future for Families, Inc.						

CERTIFICATE HOLDER		CANCELLATION	
FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES 1317 WINEWOOD BLVD TALLAHASSEE, FL 32399-0000		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE  	

© 1988-2010 ACORD CORPORATION. All rights reserved.

**ACORD™**

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Bouchard Insurance (CLW)</b> <b>101 N Starcrest Dr.</b> <b>Clearwater, FL 33765</b> <b>727 447-5481</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext): 727 447-5481</b> <b>FAX (A/C No): 727 449-1267</b> <b>E-MAIL ADDRESS: clcerts@bouchardinsurance.com</b>
		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A: Markel Global Reinsurance Company</b>
		<b>10829</b>
		<b>INSURER B: Evanston Insurance Company</b>
		<b>35378</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>
		<b>INSURER G:</b>

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**CERTIFICATE HOLDER**

## **CANCELLATION**

FLORIDA DEPARTMENT OF CHILDREN  
AND FAMILIES  
1317 WINEWOOD BLVD  
TALLAHASSEE, FL 32399-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.